SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Filing at a Glance

Company: Protective Life Insurance Company

Product Name: SG-VDA-P-6016 et al	SERFF Tr Num: PRTA-128476620	State: Arkansas
TOI: A03I Individual Annuities - Deferred Variable	SERFF Status: Closed-Approved-Closed	State Tr Num:
Sub-TOI: A03I.002 Flexible Premium	Co Tr Num: 2012SPFX&PIM-LAURA	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Author: Laura Jackson	Disposition Date: 06/22/2012
	Date Submitted: 06/14/2012	Disposition Status: Approved-Closed
Implementation Date Requested: 08/15/2012		Implementation Date:

State Filing Description:

General Information

Project Name: SG-VDA-P-6016 et al
Project Number: SG-VDA-P-6016 et al
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Laura Jackson

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: A corresponding filing has been submitted to the Interstate Insurance Product Regulation Commission for use in a number of states, including but not limited to our domiciliary state of Tennessee.
Market Type: Individual
Individual Market Type:
Filing Status Changed: 06/22/2012
State Status Changed: 06/22/2012
Created By: Laura Jackson
Corresponding Filing Tracking Number: PRTA-127616338 / State #49731 (approved 09/14/2011), PRTA-127616352 / State #49730 (approved 09/14/2011 with corrective amendment approved 03/19/2012), and PRTA-128110564 (approved 03/02/2012)

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Filing Description:

FORM NUMBER……FORM TITLE and/or DESCRIPTION

SG-VDA-P-6016……SecurePay(sm) FX Protected Lifetime Income Benefit (PLIB) Rider (the "SPFX" rider)
SG-VDA-P-6012……Protective Income Manager (sm) Protected Lifetime Income Benefit (PLIB) Rider (the "PIM" rider)
SG-VDA-P-6013……Protective Income Manager (sm) Amendment

The intended implementation date for this filing is August 15, 2012 or upon approval. This filing does not contain any unusual or possibly controversial items that vary from normal company or industry standards. A corresponding filing has been submitted to the Interstate Insurance Product Regulation Commission for use in a number of states, including but not limited to our domiciliary state of Tennessee.

This filing SUPPLEMENTS individual flexible premium deferred variable annuity filings PRTA-127616338 / State #49731 (approved 09/14/2011), PRTA-127616352 / State #49730 (approved 09/14/2011 with corrective amendment approved 03/19/2012), and PRTA-128110564 (approved 03/02/2012) with two additional guaranteed living benefit (GLB) riders (and an amendment for use with one of the riders under specified conditions). The riders are new and do not replace any forms in the approved filings. The riders may be available with any variable annuity products we may offer that are approved for our use. Currently, the riders are intended to be available as an option, for an additional discrete charge as described in the rider, with in-force and newly-issued annuity plans of insurance that use the approved application and contract forms listed below (together with approved schedules and other forms from the cited filings):

>>> application SG-VDA-P-1006 (from filing PRTA-127616338);
>>> contract cover SG-VDA-P-2006C-WW (from filing PRTA-127616338);
>>> contract cover SG-VDA-P-2006C-WX (from filing PRTA-127616352);
>>> contract body SG-VDA-P-2006 (from filing PRTA-127616338); and
>>> contract body SG-VDA-P-2006A (from filing PRTA-127616352).

The riders will be issued with the applicable approved "Investment Options Category Table" insert page attached to show the category (conservative, moderate, aggressive, or not permitted) assigned to each of the underlying plan's investment options as of the rider effective date. Current approved insert pages, which vary slightly based on certain characteristics of the underlying plan, are listed below:

>>> insert page SG-VDA-P-6015 (from filing PRTA-127616338, for non-A-share plans with DCA and other fixed accounts);
>>> insert page SG-VDA-P-6015FX (from filing PRTA-128110564, for non-A-share plans with DCA accounts but no other fixed accounts); and
>>> insert page SG-VDA-P-6015A (from filing PRTA-127616338, for A-share plans).

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

MARKETING, ISSUE AGE, AND COST INFORMATION

The submitted riders are sold in conjunction with the company's approved variable annuity products, which (as described in the filings cited above) are offered in both qualified and non-qualified markets through properly licensed and appointed registered representatives of FINRA member broker-dealers. Each rider may be purchased at time of contract issue or added later by exercising the "RightTime(R)" option (the option to purchase the rider after the contract's issue date, if we are offering it at that time), provided the purchase age limits are met on the rider effective date. Purchase age limits, which may vary by rider, apply to the covered person(s) for the -6012 rider (PIM) and to each owner and the designated annuitant for the -6016 rider (SPFX). (Note that the owner IS required to name the covered person(s) at the time of rider purchase for PIM, but NOT for SPFX). The minimum purchase age will range between 55 and 65 for PIM and between 50 and 60 for SPFX. The maximum purchase age for each rider will range between 80 and 90. Current min/max purchase age ranges are 60-80 for PIM and 55-85 for SPFX. The cost may vary by rider and may be changed while the rider is in effect (after the first fee calculation date, with 30 days' notice), but will not exceed a maximum annualized cost of 220 basis points. The current annualized cost of each rider is 100 basis points if the rider is purchased at contract issue and 110 basis points if the rider is purchased later.

DESCRIPTION OF THE -6016 RIDER (SPFX) AND -6012 RIDER (PIM)

Both of the submitted riders provide guaranteed lifetime minimum withdrawal benefits. They permit the owner to make annual withdrawals in specified amounts regardless of the contract value at the time of the withdrawal. However, the two riders differ significantly in use, operation, and benefits.

Fundamentally, the submitted -6016 rider (SPFX) is designed to provide a level (to modestly increasing) income stream in the future, because the rider includes features that: a) can provide annual compounding increases in the benefit base until withdrawals actually begin; and b) capture annual gains in the contract value even after withdrawals commence. Accordingly, it can be used to cover PRIMARY income needs that begin later in life.

In contrast to the -6016 rider, the submitted -6012 rider (PIM) is designed to create an immediate income stream that can vary from year to year based on fluctuations in the contract value (but will not fall below a specified yearly "floor"). It employs a formula- based spend-down strategy intended to deplete essentially the entire contract value by the contract's latest annuity date, and there are no incentives to delay beginning withdrawals. If a person covered under the rider survives beyond the contract's latest annuity date, the rider offers an additional annuity option not available to contract owners that do not purchase the rider. Because the primary benefit of this rider is immediate income in amounts that fluctuate annually, this rider is likely to be of interest to who would like immediate SUPPLEMENTAL OR DISCRETIONARY income because their basic expenses are mostly or completely covered from other sources.

Both submitted riders have the same investment limitations: allocations restricted by the investment options' assigned risk category, with an allocation adjustment mechanism that temporarily restricts access to sub-accounts in certain risk categories after the first contract anniversary if the sub-account's accumulation unit value is below its 12-month simple moving average value. The riders also have several other provisions that are the same or similar; e.g., who is eligible to

be a covered person, terminations and reinstatements, and annuity options available as of the maximum annuity date.

DESCRIPTION OF THE -6013 AMENDMENT (FOR PIM)
The submitted amendment is used when an owner of the -6012 rider (PIM) takes an excess withdrawal that triggers a reset date, on which the basic rider benefits are recalculated. This involves replacing the rider's table of factors used to calculate the annual withdrawal amounts.

READABILITY AND FORMAT INFORMATION
The submitted forms are for use solely with federally registered securities (variable annuities) that are subject to federal jurisdiction, so they are exempt from state readability requirements and the Flesch score requirements do not apply. The submitted forms have been created using a font size of 10 point or greater (slightly smaller for some text on specification pages, schedules, and/or tables). The forms are in final laser print format, subject only to minor modification in paper size, stock, ink, type face (but not font size), border, company logo and adaptation to computer printing, and subject to variable information as bracketed.

SUPPORTING DOCUMENTATION AND FEE INFORMATION
The filing includes, as Supporting Documentation schedule items:

>>> Statements of Variability (with certifications); and
>>> Actuarial Memoranda (with demonstrations and certifications).

The required filing fees have been calculated and submitted via EFT.

CONTACT INFORMATION
If you are in need of further information to complete the review of this filing, I can be contacted via SERFF Notes, email at Laura.Jackson@protective.com or tollfree at 1-800-866-3555 ext. 7288.
State Narrative:

Company and Contact

Filing Contact Information

Laura Jackson, Senior Policy Contract Filing Analyst	laura.jackson@protective.com	
2801 Highway 280 South	800-866-3555 [Phone] 7288 [Ext]	
Birmingham, AL 35223	205-268-3401 [FAX]	

Filing Company Information

Protective Life Insurance Company	CoCode: 68136	State of Domicile: Tennessee
2801 Highway 280	Group Code: 458	Company Type:

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Birmingham, AL 35223 Group Name: State ID Number:

(800) 866-3555 ext. [Phone] FEIN Number: 63-0169720

Filing Fees

Fee Required?	Yes
Fee Amount:	$150.00
Retaliatory?	No
Fee Explanation:	$50 per form x 3 forms = $150
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Protective Life Insurance Company	$150.00	06/14/2012	60142219

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
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Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/22/2012	06/22/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Redline Compare Materials	Laura Jackson	06/15/2012	06/15/2012

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
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Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Disposition

Disposition Date: 06/22/2012
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
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Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Supporting Document	Redline Compare Materials		Yes
Form	SecurePay(sm) FX Protected Lifetime Income Benefit (PLIB) Rider		Yes
Form	Protective Income Manager (sm) Protected Lifetime Income Benefit (PLIB) Rider		Yes
Form	Protective Income Manager (sm) Amendment		Yes

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
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Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Amendment Letter

Submitted Date: 06/15/2012

Comments:

To assist and expedite the review process, we are providing a redline comparison to identify differences between the submitted -6016 SPFX rider (and its statement of variability and actuarial memo) and a previously approved rider (and its statement of variability and actuarial memo). If you have any questions or need additional information, please contact Laura Jackson via SERFF, email laura.jackson@protective.com, or toll-free phone 800-866-3555 x7288.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Redline Compare Materials

Comment: The submitted SG-VDA-P-6016 rider (SPFX) is IDENTICAL to the previously-approved SG-VDA-P-6010 rider (SPR72) in filing PRTA-128110564 (approved 03/02/2012), except that the newly-submitted -6016 rider's roll-up percentage is shown in the rider schedule as a bracketed variable (the percentage is imbedded in the rider text and not bracketed as a variable in the -6010 rider), and there are differences in how the two riders determine step-up and roll-up values for increases in the Benefit Base. To assist and expedite the review process, we are providing a redline comparison to identify differences between the submitted -6016 SPFX rider (and its statement of variability and actuarial memo) and the previously-approved -6010 SPR72 rider (and its statement of variability and actuarial memo).

(As stated in the Filing Description on the General Information tab, the submitted -6016 and -6012 riders (SPFX and PIM) differ in use, operation, and benefits, but they do have a number of provisions that are the same or similar; for example: the restrictions on allocation, transfer, and withdrawal (surrender) of contract value section; who is eligible to be a covered person; terminations and reinstatements; and annuity options available as of the maximum annuity date.)

Compare SG Riders -6010 SPR72 to -6016 SPFX.pdf

Compare SG SOVs -6010 SPR72 to -6016 SPFX.pdf

Compare SG AMs -6010 SPR72 to -6016 SPFX.pdf

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
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TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Form Schedule

Lead Form Number: SG-VDA-P-6016

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SG-VDA-P-6016	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SecurePay(sm) FX Protected Lifetime Income Benefit (PLIB) Rider	Initial		0.000	SG-VDA-P-6016 GLB rider SecurePay FX wo AB.pdf
	SG-VDA-P-6012	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Protective Income Manager (sm) Protected Lifetime Income Benefit (PLIB) Rider	Initial		0.000	SG-VDA-P-6012 PIM Rider.pdf
	SG-VDA-P-6013	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Protective Income Manager (sm) Amendment	Initial		0.000	SG-VDA-P-6013 PIM Amendment.pdf

RIDER SCHEDULE

Contract #	**[** VA00000001 **]**
Owner 1 Name:	**[** John Doe **]**
Rider Effective Date:	**[** July 1, 2012 **]**
Rider Purchase Age Limits on the Rider Effective Date:	We will not issue a *SecurePay℠ FX* rider if any Owner or Annuitant is younger than Age **[** 55 **]** or older than Age **[** 85 **]**.
Annual Benefit Cost on the Rider Effective Date:	**[**1.00%**]** (Guaranteed for the first fee calculation date after the Rider Effective Date. May be changed as stated in the Rider's 'Benefit Cost' provision, subject to the Maximum Annual Benefit Cost shown below.)
Maximum Annual Benefit Cost:	2.20%
Benefit Base on the Rider Effective Date:	**[** $100,000.00 **]**
Maximum Benefit Base:	$5,000,000.00 (5 million dollars)
Limitations on Additional Purchase Payments:	In addition to the specific Purchase Payment limitations shown on the Contract's Schedule, Purchase Payments are not permitted on or after the Benefit Election Date.
Allocation by Investment Category (AIC) Limitations on the Rider Effective Date:	Contract Value allocation must meet the following AIC guidelines: • At least **[** 35% **]** must be allocated to Category 1 (Conservative); • Not more than **[** 65% **]** may be allocated to Category 2 (Moderate); • Not more than **[**30%**]** may be allocated to Category 3 (Aggressive); and • No Contract Value may be allocated to Category 4 (Not Permitted). Investment Options available in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.
Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date:	The **[** fund name **]** Sub-Account
Roll-Up Percentage:	**[** 5.00% **]** *(FOR CALCULATION OF ROLL-UP VALUES DURING ROLL-UP PERIODS PRIOR TO THE BENEFIT ELECTION DATE)*

Withdrawal Percentages

(FOR CALCULATION OF ANNUAL WITHDRAWAL AMOUNTS ON AND AFTER THE BENEFIT ELECTION DATE)

Number of Covered Persons on the Benefit Election Date	Withdrawal Percentage
One Covered Person	**[** 5.00% **]**
Two Covered Persons	**[** 4.50% **]**

SecurePay℠ FX
PROTECTED LIFETIME INCOME BENEFIT RIDER

We are amending the Contract to which this rider is attached to add a Protected Lifetime Income Benefit (the "Benefit"). The terms and conditions in this rider supersede any conflicting provision in the Contract beginning on the Rider Effective Date and continuing until the rider is terminated. Contract provisions not expressly modified by this rider remain in full force and effect.

Protected Lifetime Income Benefit – Subject to the terms and conditions of this rider, beginning on the Benefit Election Date and continuing on each Contract Anniversary thereafter during the lifetime of a Covered Person, you may take aggregate annual withdrawals from the Contract that do not exceed the Annual Withdrawal Amount regardless of the Contract Value at that time.

DEFINITIONS

Annual Withdrawal Amount: The maximum amount that may be withdrawn from the Contract each Contract Year after the Benefit Election Date without reducing the Benefit Base.

Benefit Base: The amount determined according to the terms of this rider and used to calculate the Annual Withdrawal Amount and the monthly fee. The Benefit Base may not exceed the Maximum Benefit Base shown on the Rider Schedule.

Benefit Election Date: The date as of which we first calculate the Annual Withdrawal Amount and the date on which guaranteed withdrawals may begin.

Benefit Period: The period of time between the Benefit Election Date and the earlier of the Annuity Date or the rider termination date.

Covered Person: The person or persons upon whose lives the benefits of this rider are based. There may not be more than two Covered Persons. On and after the Benefit Election Date, the Covered Person (or one of the two Covered Persons) must be named as the Annuitant.

***RightTime*® Option:** The option to purchase the Benefit after the Contract's Issue Date, if we are offering it at that time.

BENEFIT COST AND FEES

Benefit Cost – On the Rider Effective Date, the Annual Benefit Cost ("Benefit Cost") as a percentage of the Benefit Base is shown in the Rider Schedule. We have the right to change the Benefit Cost at any time after the first fee calculation date based primarily on our actual cost of providing the Benefit. Any such change will apply on a nondiscriminatory basis to all contracts of the same actuarial class. A 'fee calculation date' is the Valuation Period that includes the same day of the month as the Contract's Issue Date, or the last Valuation Period of the month if that date does not occur during the month. The Benefit Cost as a percentage of the Benefit Base will never exceed the Maximum Annual Benefit Cost shown on the Rider Schedule. We will notify you of the new Benefit Cost in writing at the address contained in our records not less than 30 days prior to the date on which the new Benefit Cost becomes effective.

You may avoid changes in the Benefit Cost. We must receive your instructions declining the change before the Valuation Period during which the new Benefit Cost becomes effective. However, if you decline a Benefit Cost change, each quarterly value that follows will equal $0, which may also limit future annual Benefit Base increases based on the *Roll-Up* Value.

Monthly Fee – Beginning on the first fee calculation date following the Rider Effective Date and continuing monthly until the Benefit terminates, we will calculate the fee for this rider and deduct that amount from the Contract Value.

We calculate the monthly fee in arrears by multiplying the monthly equivalent of the Benefit Cost by the Benefit Base as of the fee calculation date, using the formula below:

$$\textbf{Monthly Fee} = [1 - (1 - \textit{Benefit Cost})^{1/12}] \times \text{Benefit Base as of the calculation date.}$$

Deducting the Monthly Fee – We deduct the monthly fee as of the Valuation Period immediately following the Valuation Period during which it was calculated. The monthly fee is deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date. Deduction of the monthly fee will not reduce the Benefit Base or the Annual Withdrawal Amount.

THE BENEFIT BASE

The Benefit Base is used for calculation purposes only and does not represent accessible Contract Value. The Benefit Base cannot be withdrawn in a lump sum and is not payable as a death benefit.

Determining the Benefit Base – On the Rider Effective Date, the Benefit Base is equal to:

1) the initial Purchase Payment, if you purchased the Benefit at the time you purchased the Contract; or
2) the Contract Value as of the Valuation Period that includes the Rider Effective Date, if you purchased the Benefit by exercising the *RightTime* Option.

Thereafter, we increase the Benefit Base dollar-for-dollar for Purchase Payments credited to the Contract before the 2nd anniversary of the Rider Effective Date and before the Benefit Election Date. We reduce the Benefit Base pro-rata for each withdrawal before the Benefit Election Date. The pro-rata reduction for each withdrawal is the amount that reduces the Benefit Base in the same proportion that the amount deducted from the Contract Value to satisfy the withdrawal request reduced the Contract Value as of the Valuation Period during which the withdrawal was deducted.

SecurePay FX – On each Contract Anniversary after the Rider Effective Date, we compare the Benefit Base to the Highest Quarterly Value and the *Roll-Up* Value, if one is calculated. The greatest of these will become the new Benefit Base as of that Contract Anniversary. If the new Benefit Base equals the Highest Quarterly Value, that Contract Anniversary is called a 'reset date'.

Quarterly Value and Highest Quarterly Value. On each quarterly anniversary after the Rider Effective Date we calculate a quarterly value. The 'quarterly value' is equal to the Contract Value as of that quarterly anniversary minus Purchase Payments credited to the Contract on or after the 2nd anniversary of the Rider Effective Date. However, if you have declined a Benefit Cost change, each quarterly value that follows will be deemed to be $0.

The 'quarterly anniversary' is based on the Contract's Issue Date and is the same day of the month in three-month intervals. If any quarterly anniversary is not a Valuation Date we will calculate the quarterly value as of the next Valuation Period. If, however, a quarterly anniversary date does not occur during a month, we will calculate that quarterly value as of the prior Valuation Period.

The Highest Quarterly Value is the largest quarterly value since the prior Contract Anniversary, reduced pro rata for withdrawals made since the quarterly anniversary on which the Highest Quarterly Value occurred. The pro-rata reduction for each withdrawal is the amount that reduces the Highest Quarterly Value in the same proportion that the amount deducted from the Contract Value to satisfy the withdrawal request reduced the Contract Value as of the Valuation Period during which the withdrawal was deducted.

Roll-Up Value. We calculate a *Roll-Up* Value only on Contract Anniversaries that occur during a 'roll-up period', as described in the next provision. The *Roll-Up* Value is equal to:

1) the Benefit Base as of the Valuation Period immediately before the Contract Anniversary; plus
2) the roll-up amount applicable to that Contract Anniversary.

The 'roll-up amount' is equal to the Benefit Base on the prior Contract Anniversary reduced pro rata (as described in the 'Determining the Benefit Base' provision) for withdrawals made since the prior Contract Anniversary, multiplied by the Roll-Up Percentage shown on the Rider Schedule.

However, if you purchased *SecurePay FX* when you purchased the Contract (so the Rider Effective Date is the same as the Contract's Issue Date), the roll-up amount applicable to the first Contract Anniversary is equal to the sum of all Purchase Payments credited to the Contract within 120 days after the Contract's Issue Date, reduced pro rata for withdrawals made since the Issue Date, multiplied by the Roll-Up Percentage. (If you purchased *SecurePay FX* by exercising the *RightTime* Option, the roll-up amount applicable to the first Contract Anniversary after the Rider Effective Date is equal to the Benefit Base on the Rider Effective Date, reduced pro rata for withdrawals made since the Rider Effective Date, multiplied by the Roll-Up Percentage.)

Roll-Up Period. The first roll-up period starts on the Rider Effective Date and ends on the first reset date, if any, or the 10th Contract Anniversary after the Rider Effective Date if no reset date occurs before then. (No reset dates can occur after you decline a Benefit Cost change because each quarterly value thereafter will be $0.) One or more subsequent roll-up periods may occur, but only as described below:

1) If a roll-up period ends because a reset date occurred, a subsequent roll-up period will start immediately.
2) If a roll-up period ends on the 10th Contract Anniversary after it started, and if that Contract Anniversary is a reset date, a subsequent roll-up period will start immediately. If that Contract Anniversary is not a reset date, no subsequent roll-up period will start until the next reset date, if any.
3) A subsequent roll-up period ends on the next reset date, if any, or the 10th Contract Anniversary after the subsequent roll-up period started if no reset date occurs before then.

No roll-up period can extend beyond the Valuation Period during which any of the following first occur:

1) the 20th Contract Anniversary after the Rider Effective Date; or
2) you establish the Benefit Election Date; or
3) the rider terminates.

THE BENEFIT PERIOD

Establishing the Benefit Election Date – You must establish the Benefit Election Date to start the Benefit Period and access the guaranteed withdrawals provided by this rider. To establish the Benefit Election Date, you must notify us that you are doing so, instruct us to calculate the initial Annual Withdrawal Amount based on either one or two lives and (if we request it) provide proof of Age for the Covered Person(s). You must also change the Annuitant (if necessary) so that she or he is a Covered Person. The Benefit Election Date may not be earlier than the date on which the Covered Person (or the younger of the two Covered Persons) attains age 59½, nor later than the Annuity Date.

Since additional Purchase Payments are not accepted on or after the Benefit Election Date, any Automatic Purchase Plan in effect on the Benefit Election Date will be terminated as of that date.

Automatic Withdrawals established prior to the Benefit Period terminate as of the Benefit Election Date.

Individuals Eligible to be Named as a Covered Person – A Covered Person must be a living person who, at the time the Benefit Election Date is established, is either:

1) an Owner of the Contract (or the Annuitant, if the sole Owner is not an individual); or
2) the spouse of the sole Owner of the Contract (or the Annuitant's spouse, if the sole Owner is not an individual), but only if the spouse is the sole Primary Beneficiary.

If there is one Owner, then the Owner (Annuitant) is the sole Covered Person if she or he either is not married, or is married but the spouse is not the sole Primary Beneficiary.

If there is one Owner and the sole Primary Beneficiary is the Owner's (Annuitant's) spouse, then:

1) the Owner (Annuitant) is the Covered Person if the Annual Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are married to each other, then:

1) the older of the two is the Covered Person if the Annual Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are not married to each other, the older of the two is the sole Covered Person.

For the purposes of this rider, the terms "married" and "spouse" include bona fide domestic partners or civil union partners in states that afford legal recognition to domestic partnerships or civil unions.

Calculating the Annual Withdrawal Amount – The Annual Withdrawal Amount is an amount equal to the Benefit Base as of the date the Annual Withdrawal Amount is being calculated, multiplied by the applicable withdrawal percentage from the Withdrawal Percentages Table shown on the Rider Schedule. The withdrawal percentage is based on the number of Covered Person(s) on the Benefit Election Date.

The initial Annual Withdrawal Amount is calculated as of the Benefit Election Date. Thereafter, we re-calculate the Annual Withdrawal Amount only on Contract Anniversaries. The Annual Withdrawal Amount will be re-calculated if the Benefit Base changed since the later of the Benefit Election Date or the prior Contract Anniversary.

Accessing the Annual Withdrawal Amount – During the Benefit Period, you may request withdrawals individually or instruct us to send you specific amounts periodically. Your request must include all the information necessary for us to remit the requested amounts. This includes (if we request it) proof that the Covered Person(s) is (are) alive on the withdrawal date.

Withdrawals made during the Benefit Period reduce the Contract Value and the death benefit in the same manner as withdrawals made prior to the Benefit Election Date. We do not assess applicable surrender charges, if any, on aggregate withdrawals during a Contract Year that do not exceed the Annual Withdrawal Amount. However, withdrawals count against any free withdrawal amounts that would otherwise be available.

The Annual Withdrawal Amount is not cumulative. You may take the entire Annual Withdrawal Amount each Contract Year, but if you do not, the remaining portion does not carry forward. During the Benefit Period, aggregate withdrawals in any Contract Year that do not exceed the Annual Withdrawal Amount do not reduce the Benefit Base.

Excess Withdrawals – During the Benefit Period any portion of a withdrawal that, when aggregated with all prior withdrawals during that Contract Year, exceeds the Annual Withdrawal Amount constitutes an excess withdrawal. We will not recalculate the Annual Withdrawal Amount until the next Contract Anniversary, so any subsequent withdrawal taken that Contract Year is also an excess withdrawal. We assess applicable surrender charges, if any, on excess withdrawals. If any portion of any requested withdrawal would be an excess withdrawal, we will not process the request until you have been notified of the excess amount and we provide you the opportunity to reduce or cancel the request.

Each excess withdrawal results in an immediate reduction of the Benefit Base. If, immediately after the excess withdrawal, the Contract Value minus any non-excess portion of the withdrawal is greater than the Benefit Base, we reduce the Benefit Base by the amount of the excess withdrawal including applicable surrender charges, if any. Otherwise, we reduce the Benefit Base by the same proportion that the excess withdrawal including applicable surrender charges, if any, reduced the Contract Value as of the Valuation Period during which the excess withdrawal request was processed.

Because the Benefit Base is used to calculate Annual Withdrawal Amounts, reduction of the Benefit Base due to excess withdrawals could reduce future Annual Withdrawal Amounts by more than the dollar amount of the excess withdrawals.

If you have instructed us to send you all or a portion of the Annual Withdrawal Amount periodically in specific amounts, an excess or unscheduled withdrawal automatically terminates those periodic withdrawals. If any Contract Value remains after the excess withdrawal, you may instruct us to resume sending periodic withdrawals to you beginning on the next Contract Anniversary based on the recalculated Annual Withdrawal Amount.

Reduction of the Contract Value to $0 After the Benefit Election Date – If an excess withdrawal including applicable surrender charges, if any, reduces the Contract Value to $0, the Contract will terminate as of that date. If after the Benefit Election Date, a non-excess withdrawal, negative investment performance, and/or deduction of any charges or fees reduces the Contract Value to $0: 1) such event will not affect either the availability of an Annual Withdrawal Amount or the availability of the "Annual Withdrawal Amount" Annuity Option described in the 'Additional Annuity Option as of the Maximum Annuity Date' provision; but 2) on and after the date the Contract Value is reduced to $0, no death benefit is available and no other Annuity Options are available.

Required Minimum Distributions – Withdrawals in excess of the Annual Withdrawal Amount are permitted to satisfy required minimum distributions (RMD) under Internal Revenue Code Section 401(a)(9) as they apply to amounts attributable to the Contract. These withdrawals will not be treated as excess withdrawals under this rider provided: 1) you notify us in writing at the time you request the withdrawal that it is intended to satisfy RMD requirements; and, 2) we calculate the RMD amount based solely on the applicable end-of-year value of this Contract. The timing and amount of the non-excess RMD withdrawal we permit from this Contract may be more restrictive than allowed under IRS rules, and may not satisfy the annual RMD requirements for all of the tax-qualified contracts you own.

Death or Divorce of a Covered Person After the Benefit Election Date – If the Annual Withdrawal Amount is based on the life of one Covered Person, this rider terminates upon the Covered Person's death. If the Annual Withdrawal Amount is based on the lives of two Covered Persons and they divorce or one of them dies, the Annual Withdrawal Amount will continue to be calculated as if no divorce or death had occurred, and this rider terminates upon the death of the last surviving Covered Person.

Spousal Continuation After the Benefit Election Date – The surviving spouse of a sole Covered Person who, pursuant to the Contract's 'Payment of the Death Benefit' provision, continues the Contract and becomes the new sole Owner may purchase a new rider immediately using the *RightTime* Option, if we are offering it at that time. If not purchased immediately, we will waive the 5-year waiting period described in Item 2) of the 'Exercising the *RightTime* Option After the Rider Terminates' provision. However, regardless of when the *RightTime* Option is exercised:

1) only the surviving spouse is eligible to be a Covered Person under the new rider; and
2) the Rider Purchase Age Limits in effect on the new Rider Effective Date must be met.

Establishing the Benefit Election Date on the Maximum Annuity Date – If this rider is in force on the Maximum Annuity Date and you have not previously established the Benefit Election Date, it will be established for you, as follows:

1) the Benefit Election Date, and the calculation date for the Annual Withdrawal Amount, will be the Maximum Annuity Date; and
2) the Annual Withdrawal Amount will be calculated based on one Covered Person's life: either the sole person eligible to be a Covered Person, or the older person if two people are eligible to be Covered Persons. That Covered Person will become the sole Annuitant as of the Maximum Annuity Date, if she or he was not already so named.

This provision does not apply if you established the Benefit Election Date prior to the Maximum Annuity Date.

Additional Annuity Option as of the Maximum Annuity Date – If this rider is in force on the Maximum Annuity Date, in addition to the other Annuity Options available to you under the Contract, you may select the "Annual Withdrawal Amount" Annuity Option that will pay monthly payments for the life of the (last surviving) Covered Person equal to the Annual Withdrawal Amount as of the Maximum Annuity Date divided by 12, less an adjustment for any applicable premium tax. This "Annual Withdrawal Amount" Annuity Option is available whether or not the Contract Value applied to the option is sufficient to support the payments.

If you have not selected an Annuity Option, we will start sending monthly fixed annuity income payments one month after the Maximum Annuity Date. Payments will be an amount equal to the greater of:

1) the Annual Withdrawal Amount as of the Maximum Annuity Date divided by 12, less an adjustment for any applicable premium tax. If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person.
2) the results of applying the Contract Value as of the Valuation Period that includes the Maximum Annuity Date plus any applicable Annuity Option bonus, less any applicable premium tax, to Annuity Option B with a monthly payment mode and a 10-year Certain Period based on the life (lives) of the Covered Person(s). If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person, or for 10 years, whichever is longer.

If you have selected an Annuity Option, we will distribute the entire interest in the Contract according to the Annuity Option you have selected.

Annuity Date Prior to the Maximum Annuity Date – If you select an Annuity Date that occurs before the Maximum Annuity Date, the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, may be taken in a lump sum, or that amount may be applied as described in the Contract's 'ANNUITY INCOME PAYMENTS' section. The additional "Annual Withdrawal Amount" Annuity Option of monthly payments for life based on the Annual Withdrawal Amount divided by 12 is not available.

GENERAL PROVISIONS

Restrictions on Allocation, Transfer and Surrender of Contract Value – While this rider is in force, your Contract allocation is restricted by the Allocation by Investment Category ("AIC") guidelines.

Allocation by Investment Category. The AIC guidelines divide the Investment Options into categories and specify the range of percentages that must be allocated to each category. Within each category, you select the Investment Options and amounts allocated to them, provided the total percentage in each category is not less than the minimum required, nor more than the maximum permitted. The AIC guideline categories and percentage ranges on the Rider Effective Date are shown on the Rider Schedule. Investment Options in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.

We may change the AIC guidelines from time to time by notifying you in writing at the address contained in our records. If we do change the AIC guidelines, we will not require you to re-allocate your Contract Value. We will continue to apply Purchase Payments you remit without allocation instructions, and process automatic transfers that facilitate dollar cost averaging, according to the Contract allocation established before the AIC guidelines changed.

However, allocation instructions that accompany a Purchase Payment and instructions to transfer Contract Value among the Investment Options change the Contract allocation as of the Valuation Period during which we receive the instruction, and must meet the AIC guidelines in effect at that time. Anytime the Contract allocation changes, we re-allocate the Contract Value according to the new Contract allocation. Purchase Payments applied to the Contract, and transfers that facilitate dollar cost averaging after that date, will be made according to that Contract allocation until you send a subsequent instruction that changes the Contract allocation and that satisfies the AIC guidelines then in effect.

In addition to the re-allocation of Contract Value that occurs each time the Contract allocation is changed, we rebalance the Variable Account Value to the current Contract allocation semi-annually based on the Rider Effective Date, unless you instruct us to rebalance quarterly or annually.

Amounts deducted from the Contract Value to satisfy a withdrawal request are deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date.

Allocation Adjustment. The AIC guidelines include a risk-mitigation allocation adjustment mechanism that monitors the 12-month Simple Moving Average ("SMA") for certain Sub-Accounts and temporarily restricts access to a monitored Sub-Account when, on any monthly anniversary after the first Contract Anniversary, the Sub-Account's Accumulation Unit Value ("AUV") falls below its 12-month SMA. The restriction is lifted when, on a subsequent monthly anniversary, the Sub-Account's AUV rises above its 12-month SMA.

The 'monthly anniversary' is the same day as the Contract's Issue Date in each subsequent month. If any monthly anniversary is not a Valuation Date or does not occur in the month, allocation adjustment transfers will process as of the next Valuation Period.

We do not calculate a 12-month SMA for Sub-Accounts in AIC guideline Category 1 (Conservative), and such Sub-Accounts will never be restricted under the AIC guidelines.

Calculating the 12-month SMA. A Sub-Account's 12-month SMA on any monthly anniversary is the arithmetic average of the Sub-Account's AUV on the current, and each of the last 11, monthly anniversaries. The methodology described in the 'Accumulation Unit Values' provision of the Contract will be used to determine AUVs prior to the Sub-Account's inception date.

Using the 12-month SMA to Restrict Access to a Sub-Account. On each monthly anniversary after the first Contract Anniversary, we compare the Sub-Account's 12-month SMA with its current AUV. If the Sub-Account's current AUV is lower than, or equal to its 12-month SMA, we temporarily restrict access to that Sub-Account.

On the date access to a Sub-Account is restricted, your Sub-Account Value will automatically be transferred to the Allocation Adjustment Preservation (AAP) Sub-Account. Notwithstanding any contrary provision in the Contract or this rider, you may not allocate any new Purchase Payment or transfer any existing Contract Value into a restricted Sub-Account. Instructions to allocate Purchase Payments or transfer Contract Value into a restricted Sub-Account will result in those amounts being allocated to the AAP Sub-Account. The Sub-Account used as the AAP Sub-Account as of the Rider Effective Date is shown on the Rider Schedule.

Using the 12-month SMA to Restore Access to a Sub-Account. We lift the restriction and restore access to a Sub-Account on the next monthly anniversary its current AUV rises above its 12-month SMA. On the monthly anniversary the restriction is lifted, we will automatically transfer the applicable portion of the AAP Sub-Account Value back into the previously restricted Sub-Account. The 'applicable portion' is the pro rata share of the current AAP Sub-Account Value based on your allocation instructions in effect at that time.

When access to a Sub-Account is restored, you may resume allocating Purchase Payments and transferring Contract Value into it, and any automated transactions relating to the Sub-Account at the time it was last restricted will be resumed.

Allocation Adjustment Transfers. We will send you a written confirmation of all allocation adjustment transfers. Allocation adjustment transfers will not count against the yearly transfer limit shown on the Contract's Schedule.

Reports – While this rider is in effect, the statements we provide under the Contract's 'Reports' provision will include information for the statement period regarding the Benefit Cost, the Benefit Base, and (during the Benefit Period) the available Annual Withdrawal Amount. Prior to the Benefit Election Date, you may contact the Company at any time for information about the Annual Withdrawal Amount based on specified assumptions regarding the number and age(s) of the Covered Person(s), the Benefit Election Date, and the Benefit Base.

Termination – This rider, every benefit it provides, and deduction of the monthly fee terminate as of the Valuation Period during which any of the following first occur.

1) We receive your instruction to:
    a) allocate any purchase payment; or
    b) dollar cost average; or
    c) transfer any Contract Value; or
    d) deduct any withdrawal;

    in a manner inconsistent with the AIC guidelines or the provisions of this rider.
2) We receive your instruction to stop Portfolio Rebalancing.
3) We receive your instruction to terminate this rider more than 10 years after its Rider Effective Date.
4) We receive your instruction to add, remove, or change a Covered Person after the Benefit Election Date.
5) We receive your instruction to change the Annuitant to someone other than a Covered Person after the Benefit Election Date.
6) The Contract Value is applied to an Annuity Option.
7) The Contract to which this rider is attached is surrendered or otherwise terminated.

We will notify you in writing that the rider has terminated and identify the cause.

Reinstatement – If this rider terminated as a result of a prohibited instruction described in Items 1) or 2) of the 'Termination' provision, you may reinstate it within 30 days of the rider termination date ***unless*** a Purchase Payment was applied to the Contract since the rider termination date.

We must receive your request for reinstatement, with allocation instructions that meet current AIC guidelines and/or instructions to resume portfolio rebalancing, within 30 days of this rider's termination date. We will deduct any fees and make any other adjustments that were scheduled during the period of termination so that after the reinstatement, the Contract and this rider will be as though the termination never occurred.

Exercising the *RightTime* Option After the Rider Terminates – If the rider terminates as a result of any of the reasons in the 'Terminations' provision other than the Contract Value being applied to an Annuity Option or the Contract being terminated, you may purchase the Benefit using the *RightTime* Option, if:

1) we are offering the *RightTime* Option when we receive your request to purchase it; and
2) 5 years or more have elapsed since this rider terminated; and
3) the Rider Purchase Age Limits in effect on the new Rider Effective Date are met; and
4) the Contract has not reached the Annuity Date.

If this rider terminates because you instruct us to add, remove, or change a Covered Person, we will waive the 5-year waiting period as described in Item 2) of this provision.

Signed for the Company and made a part of the Contract as of the Rider Effective Date.

PROTECTIVE LIFE INSURANCE COMPANY

[Deborah J. Long]
[Secretary]

THIS IS A PLACEHOLDER FOR THE RIDER INSERT
(INVESTMENT OPTIONS TABLE).

RIDER SCHEDULE

Contract #	**[** VA10000001 **]**
Covered Person 1:	**[** John Doe **]** **Birthdate: [** May 30, 1952 **]**
Covered Person 2:	**[** N/A **]** **Birthdate: [** N/A **]**
Rider Effective Date:	**[** June 1, 2012 **]**
Rider Purchase Age Limits on the Rider Effective Date:	We will not issue a *Protective Income Manager*[SM] rider if any Covered Person is younger than Age **[** 60 **]** or older than Age **[** 80 **]**.
Annual Benefit Cost on the Rider Effective Date:	**[** 1.00% **]** (Guaranteed for the first fee calculation date after the Rider Effective Date. May be changed as stated in the Rider's 'Benefit Cost' provision, subject to the Maximum Annual Benefit Cost shown below.)
Maximum Annual Benefit Cost:	2.20%
Contract Value on the Rider Effective Date:	**[** $100,000.00 **]**
Payment Factor Table on the Rider Effective Date:	The Payment Factor Table on the Rider Effective Date (used for calculation of Optimal Withdrawal Amounts) is shown at the end of this rider.
Optimal Withdrawal Amount on the Rider Effective Date:	**[** $5,152.00 **]**
Protected Lifetime Payment on the Rider Effective Date:	**[** $5,152.00 **]**
Maximum Annuity Date:	**[** May 30, 2047 **]** (The oldest Owner's or Annuitant's **[** 95th **]** birthday.)
Limits on Changes in the Optimal Withdrawal Amount:	The Optimal Withdrawal Amount for any Contract Year will not be: 1) more than 110% of the Optimal Withdrawal Amount for the prior Contract Year; and, 2) less than a 'floor' equal to the greater of: a) 90% of the Optimal Withdrawal Amount for the prior Contract Year; or b) the annual Protected Lifetime Payment amount. The 'floor' in Item 2) above does not apply on Reset Dates.
Limitations on Additional Purchase Payments:	In addition to the specific Purchase Payment limitations shown on the Contract's Schedule, Purchase Payments are not permitted if the Contract Value is reduced to $0.
Allocation by Investment Category (AIC) Limitations on the Rider Effective Date:	Contract Value allocation must meet the following AIC guidelines: • At least **[** 35% **]** must be allocated to Category 1 (Conservative); • Not more than **[** 65% **]** may be allocated to Category 2 (Moderate); • Not more than **[** 30% **]** may be allocated to Category 3 (Aggressive); and • No Contract Value may be allocated to Category 4 (Not Permitted). Investment Options available in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.
Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date:	The **[** OppenheimerFunds Money **]** Sub-Account

PROTECTIVE INCOME MANAGER[SM]
PROTECTED LIFETIME INCOME BENEFIT RIDER

We are amending the Contract to which this rider is attached to add *Protective Income Manager* (the "Benefit"), a strategy designed, subject to the terms and conditions of this rider, to:

1) systematically distribute essentially all the Contract Value to you by the Maximum Annuity Date in annual amounts that may vary from year to year (the “Optimal Withdrawal Amount”), regardless of the Contract Value at that time; and,
2) provide, as an Annuity Option, fixed monthly installments of a Protected Lifetime Payment that begins on the Maximum Annuity Date and continues for as long as a Covered Person lives.

The terms and conditions in this rider supersede any conflicting provision in the Contract beginning on the Rider Effective Date and continuing until the rider is terminated. Contract provisions not expressly modified by this rider remain in full force and effect.

DEFINITIONS

Covered Person – The person or persons upon whose lives the benefits of this rider are based. There may be no more than two Covered Persons and once named, they may not be changed. The Covered Person (or one of the two Covered Persons) must be named as the Annuitant.

Optimal Withdrawal Amount – The maximum amount that may be withdrawn each Contract Year without incurring a surrender charge.

Protected Lifetime Payment – The annual amount payable in fixed monthly installments under the Protected Lifetime Payment Annuity Option beginning on the Maximum Annuity Date.

Reset Date – Any Contract Anniversary that next follows the date you take an excess withdrawal. A Reset Date affects how the Optimal Withdrawal Amount and the Protected Lifetime Payment are determined, as described in this rider.

***RightTime*® -** The option to purchase the current version of *Protective Income Manager* after the Contract's Issue Date, if we are offering one at that time.

BENEFIT COST AND FEES

Annual Benefit Cost – The Annual Benefit Cost ("Benefit Cost") for this rider on the Rider Effective Date is shown on the Rider Schedule. We have the right to change the Benefit Cost at any time after the first fee calculation date based primarily on our actual cost of providing the Benefit. Any such change will apply on a nondiscriminatory basis to all contracts of the same actuarial class. A 'fee calculation date' is the Valuation Period that includes the same day of the month as the Contract's Issue Date, or the last Valuation Period of the month if that date does not occur during the month. The Benefit Cost will never exceed the Maximum Annual Benefit Cost shown on the Rider Schedule. We will notify you of the new Benefit Cost in writing at the address contained in our records not less than 30 days prior to the date on which the new Benefit Cost becomes effective.

You may avoid changes in the Benefit Cost. We must receive your instructions declining the change before the Valuation Period during which the new Benefit Cost becomes effective. However, if you decline a Benefit Cost change, the payment factor used to calculate the Optimal Withdrawal Amount for the Contract Year in which the Benefit Cost change is declined will be used to calculate the Optimal Withdrawal Amounts on all subsequent Contract Anniversaries. Depending on investment performance, a fixed payment factor could reduce the Optimal Withdrawal Amount available in future years.

Monthly Fee – Beginning on the first fee calculation date following the Rider Effective Date and continuing monthly until the Benefit terminates, we will calculate the fee for this rider and deduct that amount from the Contract Value. We calculate the monthly fee in arrears by multiplying the monthly equivalent of the Benefit Cost by the Contract Value as of a specified date, using the formula below.

$$\textbf{Monthly Fee} = [1 - (1 - \textit{Benefit Cost})^{1/12}] \times V, \text{ where:}$$

V = the greater of:

1) the Contract Value on the fee calculation date; or,
2) the Contract Value on the later of the Rider Effective Date or the most recent Reset Date.

Deducting the Monthly Fees – We deduct the monthly fee, as of the Valuation Period immediately following the Valuation Period during which it was calculated. The monthly fee is deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date. Deduction of the monthly fee will not reduce the current year's Optimal Withdrawal Amount.

THE OPTIMAL WITHDRAWAL AMOUNT

Optimal Withdrawal Amount – An Optimal Withdrawal Amount is calculated on the Rider Effective Date and each Contract Anniversary that follows, prior to the Annuity Date. It is equal to the Contract Value on the calculation date multiplied by the applicable payment factor, subject to the 'Limits on Changes in the Optimal Withdrawal Amount' provision on the Rider Schedule.

Payment factors as of the Rider Effective Date are shown in the Payment Factor Table at the end of this rider. The Payment Factor Table is based on the number of Covered Person(s), the age of the Covered Person (or the younger of two Covered Persons), and an assumed interest rate associated with the age of that Covered Person, on the Rider Effective Date. The applicable payment factor from the Payment Factor Table is determined by the age of the Covered Person (or the younger of two Covered Persons) on the calculation date.

If you decline Benefit Cost change, or take an excess withdrawal that causes the next Contract Anniversary to be a Reset Date, the attached Payment Factor Table will no longer apply and certain limits on changes in the Optimal Withdrawal Amount may not apply. Please refer to the 'Annual Benefit Cost', 'Excess Withdrawals' and 'Reset Dates' provisions.

Adjustments to the Optimal Withdrawal Amount on the Rider Effective Date. If you bought *Protective Income Manager* when you purchased the Contract (so the Rider Effective Date is the same as the Contract's Issue Date), we will adjust the Optimal Withdrawal Amount if, within 120 days of that date, we receive additional Purchase Payments or you take any excess withdrawals (as described in the 'Excess Withdrawals' provision below). At monthly intervals during the 120-day window and at the end of the window, we will recalculate the Optimal Withdrawal Amount based on the aggregate of Purchase Payments previously received less the aggregate of excess withdrawals previously taken within the 120-day window. At the end of that window the "Optimal Withdrawal Amount on the Rider Effective Date" (the Contract's Issue Date) and the "Protected Lifetime Payment on the Rider Effective Date" (the Contract's Issue Date) will each be set equal to the sum of the Purchase Payments received within the 120-day window, minus the sum of any withdrawals that were excess at the time they were taken within the 120-day window, multiplied by the payment factor applicable on the Contract's Issue Date.

Accessing the Optimal Withdrawal Amount – You may request withdrawals individually or instruct us to send you specific amounts periodically. Your request must include all the information necessary for us to remit the requested amounts. This includes (if we request it) proof that the Covered Person(s) is (are) alive on the withdrawal date.

Withdrawals reduce the Contract Value on a dollar-for-dollar basis, but we do not assess applicable surrender charges, if any, on aggregate withdrawals during a Contract Year that do not exceed the Optimal Withdrawal Amount. However, withdrawals count against any free withdrawal amounts that would otherwise be available. Withdrawals during any Contract Year that do not exceed the Optimal Withdrawal Amount are not subject to the minimum remaining Contract Value limitation described in the Contract's 'Surrenders and Withdrawals' provision.

The Optimal Withdrawal Amount is not cumulative. You may take the entire Optimal Withdrawal Amount each Contract Year, but if you do not, the remaining portion does not carry forward.

Excess Withdrawals – Any portion of a withdrawal that, when aggregated with all prior withdrawals during that Contract Year, exceeds the Optimal Withdrawal Amount constitutes an excess withdrawal. Except for recalculations as described in the 'Adjustments to the Optimal Withdrawal Amount on the Rider Effective Date' provision, we will not recalculate the Optimal Withdrawal Amount until the next Contract Anniversary, so any subsequent withdrawal taken that Contract Year is also an excess withdrawal. We assess applicable surrender charges, if any, on excess withdrawals. If any portion of any requested withdrawal would be an excess withdrawal, we will not process the request until you have been notified of the excess amount and we provide you the opportunity to reduce or cancel the request.

Excess withdrawals could reduce future Optimal Withdrawal Amounts by more than the dollar amount of the excess withdrawals, because: (1) the 'floor' in the 'Limits on Changes in the Optimal Withdrawal Amount' provision on the Rider Schedule will not apply when the Optimal Withdrawal Amount is recalculated; and (2) a new Payment Factor Table with lower factors will apply as of that date.

If you have instructed us to send you all or a portion of the Optimal Withdrawal Amount periodically in specified amounts, an excess or unscheduled withdrawal automatically terminates those periodic withdrawals. If any Contract Value remains after the excess withdrawal, you may instruct us to resume sending periodic withdrawals to you beginning on the next Contract Anniversary based on the recalculated Optimal Withdrawal Amount.

Reset Dates – If you take an excess withdrawal (except as described in the last paragraph of this provision), the next Contract Anniversary will be a Reset Date. The 'floor' in Item 2) of the Limits on Changes in the Optimal Withdrawal Amount provision shown on the Rider Schedule does not apply on Reset Dates. Depending on investment performance, not applying the 'floor' could substantially reduce the Optimal Withdrawal Amount available in future years.

If you have not declined a Benefit Cost change (or the Reset Date occurs before you declined the Benefit Cost change), we calculate the Optimal Withdrawal Amount using a new Payment Factor Table that is based on the number of Covered Person(s), the age of the Covered Person (or the younger of the two Covered Persons), and an assumed interest rate associated with the age of that Covered Person, *on the Reset Date*. Since a new Table's payment factors are generally based on a higher age and a lower assumed interest rate, a new Table's payment factors will generally be lower than the prior Table's corresponding payment factors. Therefore, depending on investment performance, a new Table could reduce the Optimal Withdrawal Amount available in future years. We will send you an amendment that updates the Rider Schedule and includes the new Payment Factor Table.

If you have declined a Benefit Cost change, we continue to calculate the Optimal Withdrawal Amount using the payment factor in effect for the Contract Year during which the Benefit Cost change was declined.

The Payment Factor Table (or payment factor, if you've declined a Benefit Cost change) used on the most recent Reset Date will be used to calculate Optimal Withdrawal Amounts on future Contract Anniversaries.

If the only excess withdrawals before the first Contract Anniversary occur within 120-day period described in the 'Adjustments to the Optimal Withdrawal Amount on the Rider Effective Date' provision, the first Contract Anniversary will not be a Reset Date.

Reduction of the Contract Value to $0 – If an excess withdrawal including applicable surrender charges, if any, reduces the Contract Value to $0, the Contract will terminate as of that date. If a non-excess withdrawal, negative investment performance, and/or deduction of any charges or fees reduces the Contract Value to $0:

1) such event will not affect either the availability of an Optimal Withdrawal Amount or the availability of the Protected Lifetime Payment Annuity Option described in the 'Additional Annuity Option as of the Maximum Annuity Date' provision; but
2) on and after the date the Contract Value is reduced to $0:
    a) the monthly rider fee will no longer be deducted;
    b) no death benefit and no other Annuity Options are available;
    c) no additional Purchase Payments are permitted; and
    d) on each Contract Anniversary the Optimal Withdrawal Amount is calculated, it will be set equal to the 'floor' (Item 2) of the 'Limits on Changes in the Optimal Withdrawal Amount' provision on the Rider Schedule.

Required Minimum Distributions – Withdrawals in excess of the Optimal Withdrawal Amount are permitted to satisfy required minimum distributions (RMD) under Internal Revenue Code Section 401(a)(9) as they apply to amounts attributable to the Contract. These withdrawals will not be treated as excess withdrawals under this rider provided: 1) you notify us in writing at the time you request the withdrawal that it is intended to satisfy RMD requirements; and, 2) we calculate the RMD amount based solely on the applicable end-of-year value of this Contract. The timing and amount of the non-excess RMD withdrawal we permit from this Contract may be more restrictive than allowed under IRS rules, and may not satisfy the annual RMD requirements for all of the tax-qualified contracts you own.

THE PROTECTED LIFETIME PAYMENT ANNUITY OPTION

Protected Lifetime Payment – The Protected Lifetime Payment is determined as follows:

If no Reset Date has occurred, the Protected Lifetime Payment will be equal to the Optimal Withdrawal Amount as of the Rider Effective Date.

If a Reset Date has occurred, the Protected Lifetime Payment will be equal to the *lesser* of:

1) the Optimal Withdrawal Amount as of the Rider Effective Date; or,
2) the Optimal Withdrawal Amount as of most recent Reset Date.

Additional Annuity Option as of the Maximum Annuity Date – If this rider is in force on the Maximum Annuity Date, in addition to the other Annuity Options available to you under the Contract, you may select the Protected Lifetime Payment Annuity Option. This option will pay fixed monthly payments for the life of the (last surviving) Covered Person equal to $1/12^{th}$ of the Protected Lifetime Payment, less an adjustment for any applicable premium tax. This Protected Lifetime Payment Annuity Option is available whether or not the Contract Value applied to the option is sufficient to support the payments.

If you have not selected an Annuity Option, we will start sending monthly fixed annuity income payments one month after the Maximum Annuity Date. Payments will be an amount equal to the greater of:

1) the Protected Lifetime Payment as of the Maximum Annuity Date divided by 12, less an adjustment for any applicable premium tax. If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person.
2) the results of applying the remaining Contract Value (if any) as of the Valuation Period that includes the Maximum Annuity Date plus any applicable Annuity Option bonus, less any applicable premium tax, to Annuity Option B with a monthly payment mode and a 10-year Certain Period based on the life (lives) of the Covered Person(s). If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person, or for 10 years, whichever is longer.

If you have selected an Annuity Option, we will distribute the entire interest in the Contract according to the Annuity Option you have selected.

Annuity Date Prior to the Maximum Annuity Date – If you select an Annuity Date that occurs before the Maximum Annuity Date, the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, may be taken in a lump sum, or that amount may be applied as described in the Contract's 'ANNUITY INCOME PAYMENTS' section. The Protected Lifetime Payment Annuity Option is not available.

RESTRICTIONS ON ALLOCATION, TRANSFER, AND WITHDRAWAL OF CONTRACT VALUE

While this rider is in force, your Contract allocation is restricted by the Allocation by Investment Category ("AIC") guidelines.

Allocation by Investment Category – The AIC guidelines divide the Investment Options into categories and specify the range of percentages that must be allocated to each category. Within each category, you select the Investment Options and amounts allocated to them, provided the total percentage in each category is not less than the minimum required, nor more than the maximum permitted. The AIC guideline categories and percentage ranges on the Rider Effective Date are shown on the Rider Schedule. Investment Options in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.

We may change the AIC guidelines from time to time by notifying you in writing at the address contained in our records. If we do change the AIC guidelines, we will not require you to re-allocate your Contract Value. We will continue to apply Purchase Payments you remit without allocation instructions, and process automatic transfers that facilitate dollar cost averaging, according to the Contract allocation established before the AIC guidelines changed.

However, allocation instructions that accompany a Purchase Payment and instructions to transfer Contract Value among the Investment Options change the Contract allocation as of the Valuation Period during which we receive the instruction, and must meet the AIC guidelines in effect at that time. Anytime the Contract allocation changes, we re-allocate the Contract Value according to the new Contract allocation. Purchase Payments applied to the Contract, and transfers that facilitate dollar cost averaging after that date, will be made according to that Contract allocation until you send a subsequent instruction that changes the Contract allocation and that satisfies the AIC guidelines then in effect.

In addition to the re-allocation of Contract Value that occurs each time the Contract allocation is changed, we rebalance the Variable Account Value to the current Contract allocation semi-annually based on the Rider Effective Date, unless you instruct us to rebalance quarterly or annually.

Amounts deducted from the Contract Value to satisfy a withdrawal request are deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date.

Allocation Adjustment – The AIC guidelines include a risk-mitigation allocation adjustment mechanism that monitors the 12-month Simple Moving Average ("SMA") for certain Sub-Accounts and temporarily restricts access to a monitored Sub-Account when, on any monthly anniversary after the first Contract Anniversary, the Sub-Account's Accumulation Unit Value ("AUV") falls below its 12-month SMA. The restriction is lifted when, on a subsequent monthly anniversary, the Sub-Account's AUV rises above its 12-month SMA.

The 'monthly anniversary' is the same day as the Contract's Issue Date in each subsequent calendar month. If any monthly anniversary is not a Valuation Date or does not occur in the month, allocation adjustment transfers will process as of the next Valuation Period.

We do not calculate a 12-month SMA for Sub-Accounts in AIC guideline Category 1 (Conservative), and such Sub-Accounts will never be restricted under the AIC guidelines.

Calculating the 12-month SMA. A Sub-Account's 12-month SMA on any monthly anniversary is the arithmetic average of the Sub-Account's AUV on the current, and each of the last 11, monthly anniversaries. The methodology described in the 'Accumulation Unit Values' provision of the Contract will be used to determine AUVs prior to the Sub-Account's inception date.

Using the 12-month SMA to Restrict Access to a Sub-Account. On each monthly anniversary after the first Contract Anniversary, we compare the Sub-Account's 12-month SMA with its current AUV. If the Sub-Account's current AUV is lower than, or equal to its 12-month SMA, we temporarily restrict access to that Sub-Account.

On the date access to a Sub-Account is restricted, your Sub-Account Value will automatically be transferred to the Allocation Adjustment Preservation ("AAP") Sub-Account. Notwithstanding any contrary provision in the Contract or this rider, you may not allocate any new Purchase Payment or transfer any existing Contract Value into a restricted Sub-Account. Instructions to allocate Purchase Payments or transfer Contract Value into a restricted Sub-Account will result in those amounts being allocated to the AAP Sub-Account.

Using the 12-month SMA to Restore Access to a Sub-Account. We lift the restriction and restore access to a Sub-Account on the next monthly anniversary its current AUV rises above its 12-month SMA. On the monthly anniversary the restriction is lifted, we will automatically transfer the applicable portion of the AAP Sub-Account Value back into the previously restricted Sub-Account. The 'applicable portion' is the pro rata share of the current AAP Sub-Account Value based on your allocation instructions in effect at that time.

When access to a Sub-Account is restored, you may resume allocating Purchase Payments and transferring Contract Value into it, and any automated transactions relating to the Sub-Account at the time it was last restricted will be resumed.

Allocation Adjustment Transfers. We will send you a written confirmation of all allocation adjustment transfers. Allocation adjustment transfers will not count against the yearly transfer limit shown on the Contract's Schedule.

GENERAL PROVISIONS

Individuals Eligible to be a Covered Person – A Covered Person must be a living person who, as of the Rider Effective Date, is either:

1) an Owner of the Contract (or the Annuitant, if the sole Owner is not an individual); or,
2) the spouse of the sole Owner of the Contract (or the Annuitant's spouse, if the sole Owner is not an individual), but only if the spouse is the sole Primary Beneficiary.

If there is one Owner, then the Owner (Annuitant) is the sole Covered Person if she or he either is not married, or is married but the spouse is not the sole Primary Beneficiary.

If there is one Owner and the sole Primary Beneficiary is the Owner’s (Annuitant's) spouse, then:

1) the Owner (Annuitant) is the Covered Person if the Optimal Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Optimal Withdrawal Amount is based on two lives.

If there are two Owners and they are married to each other, then:

1) the older of the two is the Covered Person if the Optimal Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Optimal Withdrawal Amount is based on two lives.

If there are two Owners and they are not married to each other, the older of the two is the sole Covered Person.

For the purposes of this rider, the terms "married" and "spouse" include bona fide domestic partners or civil union partners in states that afford legal recognition to domestic partnerships or civil unions.

The Covered Person (or one of the two Covered Persons) must be named as the Annuitant.

Death or Divorce of a Covered Person – If there is one Covered Person, this rider terminates upon the Covered Person’s death. If there are two Covered Persons and they divorce or one of them dies, the Optimal Withdrawal Amount will continue to be calculated, the Protected Lifetime Payment will be determined, and any new Payment Factor Table due to a Reset Date will be determined, as if no divorce or death had occurred, and this rider terminates upon the death of the last surviving Covered Person.

Upon the death of the (last surviving) Covered Person, the remaining Contract Value, if any, must be distributed according to the provisions in the "DEATH BENEFIT" section of the Contract. Any *RightTime* Option to purchase a *Protective Income Manager* rider after the Contract's Issue Date ***is not available*** to the surviving spouse of a sole Covered Person who, pursuant to the Contract's 'Payment of the Death Benefit' provision, continues the Contract and becomes the new sole Owner.

Reports – While this rider is in effect, the statements we provide under the Contract's 'Reports' provision will include information for the statement period regarding the Benefit Cost, the Optimal Withdrawal Amount, and the Protected Lifetime Payment.

Termination – This rider, every benefit it provides, and deduction of the monthly fee terminate as of the Valuation Period during which any of the following first occur.

1) We receive your instruction to:
    a) allocate any purchase payment; or,
    b) dollar cost average; or,
    c) transfer any Contract Value; or,
    d) deduct any withdrawal,

    in a manner inconsistent with the AIC guidelines or the provisions of this rider.
2) We receive your instruction to stop Portfolio Rebalancing.
3) We receive your instruction to terminate this rider more than 10 years after its Rider Effective Date.
4) We receive your instruction to add, remove, or change a Covered Person.
5) We receive your instruction to change the Annuitant to someone other than a Covered Person.
6) The Contract to which this rider is attached is annuitized.
7) The Contract to which this rider is attached is surrendered or otherwise terminated.

We will notify you in writing that the rider has terminated and identify the cause.

Reinstatement – If this rider terminated as a result of a prohibited instruction described in Items 1) or 2) of the 'Termination' provision, you may reinstate it within 30 days of the rider termination date.

We must receive your request for reinstatement, with allocation instructions that meet current AIC guidelines and/or instructions to resume portfolio rebalancing, within 30 days of this rider's termination date. We will deduct any fees and make any other adjustments that were scheduled during the period of termination so that after the reinstatement, the Contract and this rider will be as though the termination never occurred.

RightTime* Option Not Available After the Rider Terminates –** Any *RightTime* Option to purchase a *Protective Income Manager* rider after the Contract's Issue Date ***is not available after this rider has terminated.

Signed for the Company and made a part of the Contract as of the Rider Effective Date.

PROTECTIVE LIFE INSURANCE COMPANY

[Deborah J. Long]

[Secretary **]**

Protective Income Manager Payment Factors
(as of the Rider Effective Date)

Assumed Interest Rate on the Rider Effective Date: **[** 4.00% **]**
(Used *only* for calculating the payment factors)

[*] Attained Age of the [Younger] Covered Person	**Payment Factor**
[94 **]**	**[** 1.00000 **]**
[93 **]**	**[** 0.50980 **]**
[92 **]**	**[** 0.34649 **]**
[91 **]**	**[** 0.26489 **]**
[90 **]**	**[** 0.21599 **]**
[89 **]**	**[** 0.18342 **]**
[88 **]**	**[** 0.16020 **]**
[87 **]**	**[** 0.14282 **]**
[86 **]**	**[** 0.12932 **]**
[85 **]**	**[** 0.11855 **]**
[84 **]**	**[** 0.10976 **]**
[83 **]**	**[** 0.10245 **]**
[82 **]**	**[** 0.09629 **]**
[81 **]**	**[** 0.09103 **]**
[80 **]**	**[** 0.08648 **]**
[79 **]**	**[** 0.08252 **]**
[78 **]**	**[** 0.07904 **]**
[77 **]**	**[** 0.07596 **]**
[76 **]**	**[** 0.07321 **]**
[75 **]**	**[** 0.07075 **]**
[74 **]**	**[** 0.06854 **]**
[73 **]**	**[** 0.06654 **]**
[72 **]**	**[** 0.06472 **]**
[71 **]**	**[** 0.06306 **]**
[70 **]**	**[** 0.06155 **]**
[69 **]**	**[** 0.06016 **]**
[68 **]**	**[** 0.05888 **]**
[67 **]**	**[** 0.05770 **]**
[66 **]**	**[** 0.05662 **]**
[65 **]**	**[** 0.05561 **]**
[64 **]**	**[** 0.05467 **]**
[63 **]**	**[** 0.05380 **]**
[62 **]**	**[** 0.05298 **]**
[61 **]**	**[** 0.05223 **]**
[60 **]**	**[** 0.05152 **]**

[* Prior to the Maximum Annuity Date **]**

THIS IS A PLACEHOLDER FOR THE RIDER INSERT
(INVESTMENT OPTIONS TABLE).

AMENDMENTS TO RIDER SCHEDULE
AS OF THE RESET DATE
FOR CONTRACT # [VA10000001]

Reset Date:	**[** June 1, 2017 **]**
Annual Benefit Cost on the Reset Date:	**[** 1.00% **]** (May be changed as stated in the rider's 'Benefit Cost' provision, subject to the Maximum Annual Benefit Cost shown in the Rider Schedule.)
Contract Value on the Reset Date:	**[** $100,000.00 **]**
Payment Factor Table on the Reset Date:	The Payment Factor Table on the Reset Date (used for calculation of Optimal Withdrawal Amounts) is shown on page 2 of this amendment.
Optimal Withdrawal Amount on the Reset Date:	**[** $5,406.00 **]**
Protected Lifetime Payment on the Reset Date:	**[** $5,152.00 **]**

PROTECTIVE INCOME MANAGER[SM] AMENDMENT

We are amending your Contract to update certain items on the *Protective Income Manager* Protected Lifetime Income Benefit Rider Schedule, and to update Payment Factors and the Assumed Interest Rate (used *only* for calculating the payment factors), that apply on and after the Reset Date shown above. Rider provisions not expressly modified by this amendment remain in full force and effect.

Signed for the Company and made a part of the Contract as of the Reset Date.

PROTECTIVE LIFE INSURANCE COMPANY

[Deborah J. Long]

[Secretary **]**

Protective Income Manager Payment Factors
(as of the Reset Date)

Assumed Interest Rate on the Reset Date: **[** 3.75% **]**
(Used *only* for calculating the payment factors)

[*] Attained Age of the [Younger] Covered Person	**Payment Factor**
[94 **]**	**[** 1.00000 **]**
[93 **]**	**[** 0.50920 **]**
[92 **]**	**[** 0.34568 **]**
[91 **]**	**[** 0.26397 **]**
[90 **]**	**[** 0.21499 **]**
[89 **]**	**[** 0.18237 **]**
[88 **]**	**[** 0.15911 **]**
[87 **]**	**[** 0.14169 **]**
[86 **]**	**[** 0.12816 **]**
[85 **]**	**[** 0.11736 **]**
[84 **]**	**[** 0.10854 **]**
[83 **]**	**[** 0.10122 **]**
[82 **]**	**[** 0.09503 **]**
[81 **]**	**[** 0.08975 **]**
[80 **]**	**[** 0.08518 **]**
[79 **]**	**[** 0.08120 **]**
[78 **]**	**[** 0.07770 **]**
[77 **]**	**[** 0.07460 **]**
[76 **]**	**[** 0.07184 **]**
[75 **]**	**[** 0.06936 **]**
[74 **]**	**[** 0.06713 **]**
[73 **]**	**[** 0.06511 **]**
[72 **]**	**[** 0.06328 **]**
[71 **]**	**[** 0.06161 **]**
[70 **]**	**[** 0.06008 **]**
[69 **]**	**[** 0.05867 **]**
[68 **]**	**[** 0.05738 **]**
[67 **]**	**[** 0.05619 **]**
[66 **]**	**[** 0.05508 **]**
[65 **]**	**[** 0.05406 **]**

[* Prior to the Maximum Annuity Date **]**

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Please note that the submitted forms are for use solely with federally registered securities (variable annuities) that are subject to federal jurisdiction, so they are exempt from state readability requirements and the Flesch score requirements do not apply.

Attachments:

AR Compliance Certification - signed.pdf

AR Variable Annuity Compl Cert - signed.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

As stated in the Filing Description, the application for use with the submitted forms is SG-VDA-P-1006, approved 9/14/2011 in SERFF Filing PRTA-127616338 / State # 49731.

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo

Comments:

Attachments:

SG AM addendum PLIB SPFXwoAB w attach - signed.pdf

SG AM addendum PLIB PIM w tbls & attach - signed.pdf

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Attachments:

SG SOV PLIB SPFXwoAB.pdf

SG SOV PLIB PIM.pdf

SERFF Tracking Number:	*PRTA-128476620*	*State:*	*Arkansas*
Filing Company:	*Protective Life Insurance Company*	*State Tracking Number:*	
Company Tracking Number:	*2012SPFX&PIM-LAURA*		
TOI:	*A03I Individual Annuities - Deferred Variable*	*Sub-TOI:*	*A03I.002 Flexible Premium*
Product Name:	*SG-VDA-P-6016 et al*		
Project Name/Number:	*SG-VDA-P-6016 et al/SG-VDA-P-6016 et al*		

Item Status: **Status Date:**

Satisfied - Item: Redline Compare Materials

Comments:

The submitted SG-VDA-P-6016 rider (SPFX) is IDENTICAL to the previously-approved SG-VDA-P-6010 rider (SPR72) in filing PRTA-128110564 (approved 03/02/2012), except that the newly-submitted -6016 rider's roll-up percentage is shown in the rider schedule as a bracketed variable (the percentage is imbedded in the rider text and not bracketed as a variable in the -6010 rider), and there are differences in how the two riders determine step-up and roll-up values for increases in the Benefit Base. To assist and expedite the review process, we are providing a redline comparison to identify differences between the submitted -6016 SPFX rider (and its statement of variability and actuarial memo) and the previously-approved -6010 SPR72 rider (and its statement of variability and actuarial memo).

(As stated in the Filing Description on the General Information tab, the submitted -6016 and -6012 riders (SPFX and PIM) differ in use, operation, and benefits, but they do have a number of provisions that are the same or similar; for example: the restrictions on allocation, transfer, and withdrawal (surrender) of contract value section; who is eligible to be a covered person; terminations and reinstatements; and annuity options available as of the maximum annuity date.)

Attachments:

Compare SG Riders -6010 SPR72 to -6016 SPFX.pdf
Compare SG SOVs -6010 SPR72 to -6016 SPFX.pdf
Compare SG AMs -6010 SPR72 to -6016 SPFX.pdf

Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Arkansas
Compliance Certification

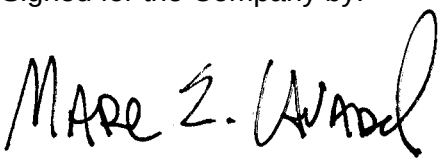
This is to certify that Protective Life Insurance Company will comply with the following Arkansas requirements with respect to annuity contracts the Company delivers or issues for delivery in Arkansas:

Rule & Regulation 19 (Unfair Sex Discrimination in the Sale of Insurance)

Rule & Regulation 49 (Life and Health Insurance Guaranty Association Notices)

ACA 23-79-138 and Bulletin 11-88 (Consumer Information Notice)

Signed for the Company by:



Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
June 13, 2012

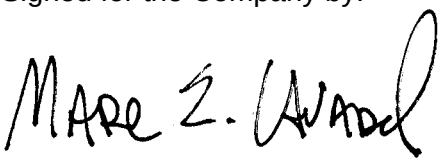
Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Arkansas
Variable Annuity
Compliance Certification

This is to certify that I have reviewed Arkansas Insurance Department Rule and Regulation 6 (Variable Annuity Contracts), and that Protective Life Insurance Company will comply with its requirements with respect to variable annuity contracts the Company delivers or issues for delivery in Arkansas.

Signed for the Company by:



Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
June 13, 2012

Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Statement of Variability

FORM NUMBER	**FORM TITLE** ***(and Form Type if not part of Title)***
SG-VDA-P-6016	*SecurePay*[SM] *FX* Protected Lifetime Income Benefit Rider

General Variables

1. Variable alphanumeric text in the forms is indicated by [square brackets], with one exception: Square brackets imbedded in any mathematical formula do not indicate variable text; they are mathematical symbols indicating the order of operations in the formula.

2. Variable-bracketed alphanumeric text may be varied in accordance with applicable regulatory requirements and this Statement of Variability.

3. Any internal-use identifier or edition date (lower right footer); any company and state insurance regulatory authority office addresses, website addresses, and telephone numbers; any company officer titles, names, and signatures; and any specimen data (hypothetical, illustrative items customarily varied according to the applicant or specific plan of insurance) that may appear throughout the forms are variable as indicated by [square brackets] and are not exhaustively listed form-by-form, page-by-page, and/or field-by-field below.

4. Company and state insurance regulatory authority addresses and telephone numbers and company officer titles, names, and signatures will be only be changed to accurately disclose correct information. Changes in company officers or the company's domicile address would not be made until any required notifications or regulatory filings are completed.

5. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, but not font size; paper stock and weight; and, the presence or absence of color and shading.

6. The page numbering scheme may be varied to adjust for revisions to the text.

7. Benefit selection may vary by plan of insurance.

8. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

SecurePay^{SM} FX **Protected Lifetime Income Benefit Rider SG-VDA-P-6016**

Page 1, Rider Schedule

Contract #, Owner 1 Name, Rider Effective Date: *Varies by applicant. Note that the owner **is not** required to name the covered person(s) on the rider effective date.*

Rider Purchase Age Limits on the Rider Effective Date: *Minimum and maximum age limits for each owner and the designated annuitant on the rider effective date. These ages may vary, but the minimum age will range between 50 and 60 years (inclusive) and the maximum age will range between 80 and 90 years (inclusive).*

Annual Benefit Cost on the Rider Effective Date: *Annual benefit cost (as a percentage of the benefit base) as of the rider effective date. May vary, but will not exceed 2.20%. Currently 1.00% if rider is purchased at time of contract issue and 1.10% if rider is purchased after contract is issued. Guaranteed for the first fee calculation date after the rider effective date. May be changed as stated in the rider's 'Benefit Cost' provision, but will not exceed the 2.20% maximum annual benefit cost specified in the rider.*

Benefit Base on the Rider Effective Date: *The initial benefit base varies by applicant and equals the initial purchase payment if rider is purchased at time of contract issue, or the contract value at time of purchase if rider is purchased after contract is issued, but will not exceed the $5,000,000 maximum benefit base specified in the rider.*

Allocation by Investment Category (AIC) Limitations on the Rider Effective Date: *The AIC guidelines place each investment option into one of four risk categories and specify the minimum or maximum percentage of contract value that may be allocated to each category. For Category 1 (Conservative), the minimum percentage will range between 25% and 40% (inclusive); for Category 2 (Moderate), the maximum percentage will range between 50% and 75%; for Category 3 (Aggressive), the maximum percentage will range between 20% and 40%; and for Category 4 (Not Permitted), the percentage is fixed at 0%. The percentages (except for Category 4) may change, but if they do, the owner **is not** required to change the existing contract allocation. However, any contract allocation change requested by the owner must conform to the new AIC guidelines.*

Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date: *The sub-account name of the investment option used as the destination fund for allocation adjustment transfers as of the rider effective date. Currently the OppenheimerFunds Money Sub-Account. May change, but will always be either the sub-account associated with the money-market fund, or the sub-account associated with another conservative fixed income fund designed for capital preservation. Any change in this sub-account will not significantly alter the underlying structure of the contract.*

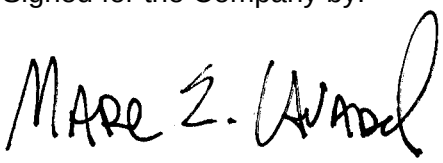
Roll-Up Percentage: *Percentage used to calculate annual roll-up values during a roll-up period. May vary between 3.00% and 8.00% (inclusive), but **will not** change for in-force riders.*

Withdrawal Percentages (Table): *The percentages used to calculate annual withdrawal amounts are based solely on whether there are one or two covered persons, with a higher percentage used for one covered person. The percentages may vary between 3.00% (the minimum for two covered persons) and 8.00% (the maximum for one covered person) (inclusive), with the increment between one and two covered persons varying between 0.50% and 2.00% (inclusive), but **will not** change for in-force riders.*

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:



Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
June 6, 2012

Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Statement of Variability

FORM NUMBER	**FORM TITLE *(and Form Type if not part of Title)***
SG-VDA-P-6012	*Protective Income Manager*[SM] Protected Lifetime Income Benefit Rider
SG-VDA-P-6013	*Protective Income Manager*[SM] Amendment

General Variables

1. Variable alphanumeric text in the forms is indicated by [square brackets], with one exception: Square brackets imbedded in any mathematical formula do not indicate variable text; they are mathematical symbols indicating the order of operations in the formula.

2. Variable-bracketed alphanumeric text may be varied in accordance with applicable regulatory requirements and this Statement of Variability.

3. Any internal-use identifier or edition date (lower right footer); any company and state insurance regulatory authority office addresses, website addresses, and telephone numbers; any company officer titles, names, and signatures; and any specimen data (hypothetical, illustrative items customarily varied according to the applicant or specific plan of insurance) that may appear throughout the forms are variable as indicated by [square brackets] and are not exhaustively listed form-by-form, page-by-page, and/or field-by-field below.

4. Company and state insurance regulatory authority addresses and telephone numbers and company officer titles, names, and signatures will be only be changed to accurately disclose correct information. Changes in company officers or the company's domicile address would not be made until any required notifications or regulatory filings are completed.

5. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, but not font size; paper stock and weight; and, the presence or absence of color and shading.

6. The page numbering scheme may be varied to adjust for revisions to the text.

7. Benefit selection may vary by plan of insurance.

8. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

***Protective Income Manager*[SM] Protected Lifetime Income Benefit Rider SG-VDA-P-6012**
***Protective Income Manager*[SM] Amendment SG-VDA-P-6013**

Page 1, Rider Schedule (for the Rider), Amendments to Rider Schedule as of the Reset Date (for the Amendment)

Contract # (for the Rider and the Amendment); Covered Person 1, Covered Person 2, and Birthdates (for the Rider); Rider Effective Date (for the Rider), and Reset Date (for the Amendment): *Varies by applicant.*

Rider Purchase Age Limits on the Rider Effective Date (for the Rider): *Minimum and maximum age limits for the covered person(s) on the rider effective date. These ages may vary, but the minimum age will range between 55 and 65 years (inclusive) and the maximum age will range between 80 and 90 years (inclusive).*

Annual Benefit Cost on the Rider Effective Date (for the Rider) or the Reset Date (for the Amendment): *Annual benefit cost (as a percentage of the contract value) as of the rider effective date (for the Rider) or the Reset Date (for the Amendment). May vary, but will not exceed 2.20%. Currently 1.00% if rider is purchased at time of contract issue and 1.10% if rider is purchased after contract is issued. Guaranteed for the first fee calculation date after the rider effective date. May be changed as stated in the rider's 'Benefit Cost' provision, but will not exceed the 2.20% maximum annual benefit cost specified in the rider.*

Contract Value on the Rider Effective Date (for the Rider) or the Reset Date (for the Amendment): *The initial contract value varies by applicant and equals the underlying contract's initial purchase payment if rider is purchased at time of contract issue, or the underlying contract's contract value at time of purchase if rider is purchased after contract is issued. The initial contract value will least equal the minimum then required by the company for purchase of the rider. If the rider is purchased at time of contract issue, the initial contract value will also be within the minimum and maximum purchase payment limits then required by the company for the plan of insurance being purchased. The contract value on any reset date equals the underlying contract's contract value on that date.*

Optimal Withdrawal Amount (OWA) on the Rider Effective Date (for the Rider) or the Reset Date (for the Amendment): *The initial OWA varies by applicant and equals the contract value on the rider effective date, multiplied by the applicable payment factor from the applicable payment factor table. The OWA on any reset date equals the contract value on that reset date, multiplied by the applicable payment factor from the applicable payment factor table, subject to a maximum of 110% of the prior year's OWA.*

Protected Lifetime Payment (PLP) on the Rider Effective Date (for the Rider) or the Reset Date (for the Amendment): *The initial PLP varies by applicant and equals the Optimal Withdrawal Amount (OWA) on the rider effective date. The PLP on any reset date equals the lesser of the OWA on the rider effective date or the OWA on that reset date.*

Maximum Annuity Date (for the Rider): *The displayed date varies based on the actual birthdate of the oldest owner or annuitant. The displayed age will be the same as for the maximum annuity date in the underlying contract (which will range between the 95th and 100th birthday (inclusive) and will not be any earlier than 10 years after the underlying contract's maximum issue age).*

Allocation by Investment Category (AIC) Limitations on the Rider Effective Date (for the Rider): *The AIC guidelines place each investment option into one of four risk categories and specify the minimum or maximum percentage of contract value that may be allocated to each category. For Category 1 (Conservative), the minimum percentage will range between 25% and 40% (inclusive); for Category 2 (Moderate), the maximum percentage will range between 50% and 75%; for Category 3 (Aggressive), the maximum percentage will range between 20% and 40%; and for Category 4 (Not Permitted), the percentage is fixed at 0%. The percentages (except for Category 4) may change, but if they do, the owner **is not** required to change the existing contract allocation. However, any contract allocation change requested by the owner must conform to the new AIC guidelines.*

Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date (for the Rider): *The sub-account name of the investment option used as the destination fund for allocation adjustment transfers as of the rider effective date. Currently the OppenheimerFunds Money Sub-Account. May change, but will always be either the sub-account associated with the money-market fund, or the sub-account associated with another conservative fixed income fund designed for capital preservation. Any change in this sub-account will not significantly alter the underlying structure of the contract.*

Protective Income Manager Payment Factors (the "Payment Factor Table") as of the Rider Effective Date (for the Rider, on Page 9) or Reset Date (for the Amendment, on Page 2)

- Assumed Interest Rate field (used only for calculating payment factors)
- Attained Age and Payment Factor fields (left and right table columns)
- fields distinguishing Single vs. Joint Covered Persons (left column heading and associated footnote)

The above fields inform the contract owner of the payment factors that will be used to calculate the Optimal Withdrawal Amount for each contract year the rider is in force, and the assumed interest rate that is used to determine the factors. The attached data tables show the current data set (payment factors based on the (younger) covered person's attained age, current assumed interest rates, the current purchase age range, and the current maximum annuity date) that will be used to populate the fields on the Payment Factor Table page.

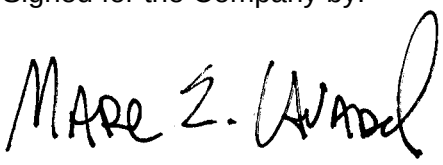
The left column of the Payment Factor Table will be populated with the (younger) person's attained age. The assumed interest rate field and the right column of the Payment Factor Table will be populated with data from the data table column associated with the (younger) covered person's age on the rider effective date (for the rider) or on the reset date (for the amendment). If the rider covers only one person, the bracketed word "Younger" in the heading of the left column and the associated footnote **will not** *appear. Unless a benefit cost change (if any) has been declined, the payment factor used to calculate the Optimal Withdrawal Amount is the factor associated with the (younger) person's attained age on the calculation date. (If a benefit cost change has been declined, the Optimal Withdrawal Amount will continue to be calculated using the payment factor in effect for the contract year during which the benefit cost change was declined.)*

The data set shown in the attached data tables may vary with the company's experience and/or changes in the purchase age range, maximum annuity date, and/or interest rate environment, but the data set used ***will not*** *change for in-force riders. The assumed interest rate increment between the joint (lower rates) and single (higher rates) tables may vary between 0.50% and 1.00% (inclusive). The assumed interest rate increment between successive ages in a table may vary between 0.05% and 0.25% (inclusive), with the interest rate decreasing as the age increases. The assumed interest rate associated with the minimum purchase age may vary between 3.00% and 8.00% (inclusive) on the joint table, with a corresponding higher range for the single table based on the assumed interest rate increment between the joint and single tables as stated above.*

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:



Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
June 6, 2012

PAYS Annuity Factors -- ANNUAL AMOUNTS - Single Covered

	4.00%	3.95%	3.90%	3.85%	3.80%	3.75%	3.70%	3.65%	3.60%	3.55%	3.50%	3.45%	3.40%	3.35%	3.30%	3.25%	3.20%	3.15%	3.10%	3.05%
	Issue Age																			
Attained Age	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79
94	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
93	0.50980	0.50968	0.50956	0.50944	0.50932	0.50920	0.50908	0.50896	0.50884	0.50872	0.50860	0.50848	0.50836	0.50824	0.50812	0.50800	0.50787	0.50775	0.50763	0.50751
92	0.34649	0.34633	0.34616	0.34600	0.34584	0.34568	0.34551	0.34535	0.34519	0.34503	0.34486	0.34470	0.34454	0.34438	0.34421	0.34405	0.34389	0.34372	0.34356	0.34340
91	0.26489	0.26471	0.26452	0.26434	0.26415	0.26397	0.26378	0.26360	0.26341	0.26323	0.26304	0.26286	0.26267	0.26249	0.26230	0.26212	0.26193	0.26175	0.26156	0.26138
90	0.21599	0.21579	0.21559	0.21539	0.21519	0.21499	0.21479	0.21459	0.21439	0.21419	0.21399	0.21379	0.21359	0.21339	0.21319	0.21299	0.21279	0.21259	0.21239	0.21219
89	0.18342	0.18321	0.18300	0.18279	0.18258	0.18237	0.18216	0.18195	0.18174	0.18153	0.18132	0.18111	0.18090	0.18069	0.18048	0.18027	0.18006	0.17985	0.17964	0.17943
88	0.16020	0.15998	0.15976	0.15954	0.15933	0.15911	0.15889	0.15867	0.15845	0.15823	0.15801	0.15780	0.15758	0.15736	0.15714	0.15692	0.15670	0.15649	0.15627	0.15605
87	0.14282	0.14259	0.14236	0.14214	0.14191	0.14169	0.14146	0.14123	0.14101	0.14078	0.14056	0.14033	0.14011	0.13988	0.13966	0.13943	0.13921	0.13898	0.13876	0.13853
86	0.12932	0.12909	0.12886	0.12862	0.12839	0.12816	0.12793	0.12770	0.12746	0.12723	0.12700	0.12677	0.12654	0.12631	0.12608	0.12585	0.12561	0.12538	0.12515	0.12492
85	0.11855	0.11831	0.11807	0.11784	0.11760	0.11736	0.11712	0.11689	0.11665	0.11641	0.11618	0.11594	0.11570	0.11547	0.11523	0.11499	0.11476	0.11452	0.11429	0.11405
84	0.10976	0.10952	0.10927	0.10903	0.10879	0.10854	0.10830	0.10806	0.10782	0.10758	0.10734	0.10709	0.10685	0.10661	0.10637	0.10613	0.10589	0.10565	0.10541	0.10517
83	0.10245	0.10221	0.10196	0.10171	0.10146	0.10122	0.10097	0.10072	0.10048	0.10023	0.09998	0.09974	0.09949	0.09925	0.09900	0.09876	0.09851	0.09827	0.09802	0.09778
82	0.09629	0.09604	0.09579	0.09554	0.09528	0.09503	0.09478	0.09453	0.09428	0.09403	0.09378	0.09353	0.09328	0.09303	0.09278	0.09253	0.09228	0.09203	0.09179	0.09154
81	0.09103	0.09077	0.09051	0.09026	0.09000	0.08975	0.08949	0.08924	0.08898	0.08873	0.08847	0.08822	0.08797	0.08771	0.08746	0.08721	0.08696	0.08670	0.08645	0.08620
80	0.08648	0.08622	0.08596	0.08570	0.08544	0.08518	0.08492	0.08466	0.08441	0.08415	0.08389	0.08363	0.08337	0.08312	0.08286	0.08260	0.08235	0.08209	0.08184	0.08158
79	0.08252	0.08225	0.08199	0.08173	0.08146	0.08120	0.08094	0.08067	0.08041	0.08015	0.07989	0.07963	0.07937	0.07911	0.07885	0.07859	0.07833	0.07807	0.07781	0.07755
78	0.07904	0.07877	0.07850	0.07823	0.07797	0.07770	0.07743	0.07717	0.07690	0.07664	0.07637	0.07611	0.07584	0.07558	0.07531	0.07505	0.07479	0.07453	0.07426	
77	0.07596	0.07568	0.07541	0.07514	0.07487	0.07460	0.07433	0.07406	0.07379	0.07352	0.07325	0.07298	0.07272	0.07245	0.07218	0.07192	0.07165	0.07139		
76	0.07321	0.07293	0.07266	0.07238	0.07211	0.07184	0.07156	0.07129	0.07102	0.07075	0.07047	0.07020	0.06993	0.06966	0.06939	0.06912	0.06885			
75	0.07075	0.07047	0.07019	0.06992	0.06964	0.06936	0.06908	0.06881	0.06853	0.06826	0.06798	0.06771	0.06743	0.06716	0.06689	0.06661				
74	0.06854	0.06826	0.06797	0.06769	0.06741	0.06713	0.06685	0.06657	0.06629	0.06601	0.06574	0.06546	0.06518	0.06490	0.06463					
73	0.06654	0.06625	0.06597	0.06568	0.06540	0.06511	0.06483	0.06455	0.06427	0.06398	0.06370	0.06342	0.06314	0.06286						
72	0.06472	0.06443	0.06414	0.06385	0.06357	0.06328	0.06299	0.06271	0.06242	0.06214	0.06185	0.06157	0.06129							
71	0.06306	0.06277	0.06248	0.06219	0.06190	0.06161	0.06132	0.06103	0.06074	0.06045	0.06017	0.05988								
70	0.06155	0.06125	0.06096	0.06067	0.06037	0.06008	0.05979	0.05949	0.05920	0.05891	0.05862									
69	0.06016	0.05986	0.05956	0.05927	0.05897	0.05867	0.05838	0.05808	0.05779	0.05750										
68	0.05888	0.05858	0.05828	0.05798	0.05768	0.05738	0.05708	0.05679	0.05649											
67	0.05770	0.05740	0.05710	0.05679	0.05649	0.05619	0.05589	0.05559												
66	0.05662	0.05631	0.05600	0.05569	0.05539	0.05508	0.05478													
65	0.05561	0.05530	0.05499	0.05468	0.05437	0.05406														
64	0.05467	0.05436	0.05404	0.05373	0.05342															
63	0.05380	0.05348	0.05316	0.05285																
62	0.05298	0.05267	0.05235																	
61	0.05223	0.05190																		
60	0.05152																			

3.00%	2.95%	2.90%	2.85%	2.80%	2.75%	2.70%	2.65%	2.60%	2.55%	2.50%	2.45%	2.40%	2.35%	2.30%
80	81	82	83	84	85	86	87	88	89	90	91	92	93	94
1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
0.50739	0.50727	0.50715	0.50702	0.50690	0.50678	0.50666	0.50654	0.50642	0.50629	0.50617	0.50605	0.50593	0.50581	
0.34323	0.34307	0.34291	0.34274	0.34258	0.34242	0.34225	0.34209	0.34192	0.34176	0.34160	0.34143	0.34127		
0.26119	0.26101	0.26082	0.26063	0.26045	0.26026	0.26008	0.25989	0.25971	0.25952	0.25933	0.25915			
0.21199	0.21179	0.21160	0.21140	0.21120	0.21100	0.21080	0.21060	0.21040	0.21020	0.21000				
0.17922	0.17901	0.17880	0.17859	0.17838	0.17817	0.17796	0.17775	0.17754	0.17733					
0.15583	0.15561	0.15540	0.15518	0.15496	0.15474	0.15452	0.15431	0.15409						
0.13831	0.13808	0.13786	0.13763	0.13741	0.13719	0.13696	0.13674							
0.12469	0.12446	0.12423	0.12400	0.12377	0.12354	0.12331								
0.11382	0.11358	0.11335	0.11311	0.11288	0.11264									
0.10493	0.10469	0.10445	0.10421	0.10397										
0.09754	0.09729	0.09705	0.09681											
0.09129	0.09104	0.09080												
0.08595	0.08570													
0.08133														

PAYS Annuity Factors -- ANNUAL AMOUNTS - Joint Covered

	3.50%	3.45%	3.40%	3.35%	3.30%	3.25%	3.20%	3.15%	3.10%	3.05%	3.00%	2.95%	2.90%	2.85%	2.80%	2.75%	2.70%	2.65%	2.60%	2.55%
	Issue Age																			
Attained Age	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79
94	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
93	0.50860	0.50848	0.50836	0.50824	0.50812	0.50800	0.50787	0.50775	0.50763	0.50751	0.50739	0.50727	0.50715	0.50702	0.50690	0.50678	0.50666	0.50654	0.50642	0.50629
92	0.34486	0.34470	0.34454	0.34438	0.34421	0.34405	0.34389	0.34372	0.34356	0.34340	0.34323	0.34307	0.34291	0.34274	0.34258	0.34242	0.34225	0.34209	0.34192	0.34176
91	0.26304	0.26286	0.26267	0.26249	0.26230	0.26212	0.26193	0.26175	0.26156	0.26138	0.26119	0.26101	0.26082	0.26063	0.26045	0.26026	0.26008	0.25989	0.25971	0.25952
90	0.21399	0.21379	0.21359	0.21339	0.21319	0.21299	0.21279	0.21259	0.21239	0.21219	0.21199	0.21179	0.21160	0.21140	0.21120	0.21100	0.21080	0.21060	0.21040	0.21020
89	0.18132	0.18111	0.18090	0.18069	0.18048	0.18027	0.18006	0.17985	0.17964	0.17943	0.17922	0.17901	0.17880	0.17859	0.17838	0.17817	0.17796	0.17775	0.17754	0.17733
88	0.15801	0.15780	0.15758	0.15736	0.15714	0.15692	0.15670	0.15649	0.15627	0.15605	0.15583	0.15561	0.15540	0.15518	0.15496	0.15474	0.15452	0.15431	0.15409	0.15387
87	0.14056	0.14033	0.14011	0.13988	0.13966	0.13943	0.13921	0.13898	0.13876	0.13853	0.13831	0.13808	0.13786	0.13763	0.13741	0.13719	0.13696	0.13674	0.13651	0.13629
86	0.12700	0.12677	0.12654	0.12631	0.12608	0.12585	0.12561	0.12538	0.12515	0.12492	0.12469	0.12446	0.12423	0.12400	0.12377	0.12354	0.12331	0.12308	0.12286	0.12263
85	0.11618	0.11594	0.11570	0.11547	0.11523	0.11499	0.11476	0.11452	0.11429	0.11405	0.11382	0.11358	0.11335	0.11311	0.11288	0.11264	0.11241	0.11217	0.11194	0.11171
84	0.10734	0.10709	0.10685	0.10661	0.10637	0.10613	0.10589	0.10565	0.10541	0.10517	0.10493	0.10469	0.10445	0.10421	0.10397	0.10373	0.10349	0.10326	0.10302	0.10278
83	0.09998	0.09974	0.09949	0.09925	0.09900	0.09876	0.09851	0.09827	0.09802	0.09778	0.09754	0.09729	0.09705	0.09681	0.09656	0.09632	0.09608	0.09584	0.09559	0.09535
82	0.09378	0.09353	0.09328	0.09303	0.09278	0.09253	0.09228	0.09203	0.09179	0.09154	0.09129	0.09104	0.09080	0.09055	0.09030	0.09006	0.08981	0.08956	0.08932	0.08907
81	0.08847	0.08822	0.08797	0.08771	0.08746	0.08721	0.08696	0.08670	0.08645	0.08620	0.08595	0.08570	0.08545	0.08520	0.08495	0.08470	0.08445	0.08420	0.08395	0.08370
80	0.08389	0.08363	0.08337	0.08312	0.08286	0.08260	0.08235	0.08209	0.08184	0.08158	0.08133	0.08107	0.08082	0.08056	0.08031	0.08006	0.07980	0.07955	0.07930	0.07905
79	0.07989	0.07963	0.07937	0.07911	0.07885	0.07859	0.07833	0.07807	0.07781	0.07755	0.07729	0.07703	0.07678	0.07652	0.07626	0.07601	0.07575	0.07550	0.07524	0.07499
78	0.07637	0.07611	0.07584	0.07558	0.07531	0.07505	0.07479	0.07453	0.07426	0.07400	0.07374	0.07348	0.07322	0.07296	0.07270	0.07244	0.07218	0.07192	0.07166	
77	0.07325	0.07298	0.07272	0.07245	0.07218	0.07192	0.07165	0.07139	0.07112	0.07086	0.07059	0.07033	0.07006	0.06980	0.06954	0.06928	0.06901	0.06875		
76	0.07047	0.07020	0.06993	0.06966	0.06939	0.06912	0.06885	0.06858	0.06832	0.06805	0.06778	0.06751	0.06725	0.06698	0.06672	0.06645	0.06619			
75	0.06798	0.06771	0.06743	0.06716	0.06689	0.06661	0.06634	0.06607	0.06580	0.06553	0.06526	0.06499	0.06472	0.06445	0.06418	0.06391				
74	0.06574	0.06546	0.06518	0.06490	0.06463	0.06435	0.06408	0.06380	0.06353	0.06326	0.06298	0.06271	0.06244	0.06217	0.06190					
73	0.06370	0.06342	0.06314	0.06286	0.06258	0.06230	0.06203	0.06175	0.06147	0.06120	0.06092	0.06064	0.06037	0.06010						
72	0.06185	0.06157	0.06129	0.06100	0.06072	0.06044	0.06016	0.05988	0.05960	0.05932	0.05904	0.05876	0.05849							
71	0.06017	0.05988	0.05959	0.05931	0.05902	0.05874	0.05846	0.05817	0.05789	0.05761	0.05733	0.05705								
70	0.05862	0.05833	0.05804	0.05776	0.05747	0.05718	0.05689	0.05661	0.05632	0.05604	0.05576									
69	0.05720	0.05691	0.05662	0.05633	0.05604	0.05575	0.05546	0.05517	0.05488	0.05460										
68	0.05590	0.05560	0.05531	0.05501	0.05472	0.05443	0.05414	0.05384	0.05355											
67	0.05469	0.05439	0.05409	0.05380	0.05350	0.05321	0.05291	0.05262												
66	0.05357	0.05327	0.05297	0.05267	0.05237	0.05207	0.05178													
65	0.05253	0.05223	0.05193	0.05162	0.05132	0.05102														
64	0.05157	0.05126	0.05096	0.05065	0.05035															
63	0.05067	0.05036	0.05005	0.04974																
62	0.04983	0.04952	0.04921																	
61	0.04904	0.04873																		
60	0.04831																			

2.50%	2.45%	2.40%	2.35%	2.30%	2.25%	2.20%	2.15%	2.10%	2.05%	2.00%	1.95%	1.90%	1.85%	1.80%
80	81	82	83	84	85	86	87	88	89	90	91	92	93	94
1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
0.50617	0.50605	0.50593	0.50581	0.50568	0.50556	0.50544	0.50532	0.50520	0.50507	0.50495	0.50483	0.50471	0.50458	
0.34160	0.34143	0.34127	0.34111	0.34094	0.34078	0.34061	0.34045	0.34028	0.34012	0.33996	0.33979	0.33963		
0.25933	0.25915	0.25896	0.25878	0.25859	0.25840	0.25822	0.25803	0.25785	0.25766	0.25747	0.25729			
0.21000	0.20980	0.20960	0.20940	0.20920	0.20900	0.20880	0.20860	0.20840	0.20820	0.20800				
0.17712	0.17691	0.17670	0.17649	0.17628	0.17607	0.17586	0.17565	0.17544	0.17523					
0.15365	0.15344	0.15322	0.15300	0.15278	0.15257	0.15235	0.15213	0.15192						
0.13607	0.13584	0.13562	0.13539	0.13517	0.13495	0.13473	0.13450							
0.12240	0.12217	0.12194	0.12171	0.12148	0.12125	0.12103								
0.11147	0.11124	0.11101	0.11077	0.11054	0.11031									
0.10254	0.10230	0.10207	0.10183	0.10159										
0.09511	0.09487	0.09463	0.09439											
0.08883	0.08858	0.08834												
0.08345	0.08320													
0.07880														

RIDER SCHEDULE

Contract #	**[** VA00000001 **]**
Owner 1 Name:	**[** John Doe **]**
Rider Effective Date:	**[** ~~June~~July 1, 2012 **]**
Rider Purchase Age Limits on the Rider Effective Date:	We will not issue a *SecurePay*^{SM} ~~*R72*~~*FX* rider if any Owner or Annuitant is younger than Age **[** 55 **]** or older than Age **[** 85 **]**.
Annual Benefit Cost on the Rider Effective Date:	**[**1.00%**]** (Guaranteed for the first fee calculation date after the Rider Effective Date. May be changed as stated in the Rider's 'Benefit Cost' provision, subject to the Maximum Annual Benefit Cost shown below.)
Maximum Annual Benefit Cost:	2.20%
Benefit Base on the Rider Effective Date:	**[** $100,000.00 **]**
Maximum Benefit Base:	$5,000,000.00 (5 million dollars)
Limitations on Additional Purchase Payments:	In addition to the specific Purchase Payment limitations shown on the Contract's Schedule, Purchase Payments are not permitted on or after the Benefit Election Date.
Allocation by Investment Category (AIC) Limitations on the Rider Effective Date:	Contract Value allocation must meet the following AIC guidelines: • At least **[** 35% **]** must be allocated to Category 1 (Conservative); • Not more than **[** 65% **]** may be allocated to Category 2 (Moderate); • Not more than **[**30%**]** may be allocated to Category 3 (Aggressive); and • No Contract Value may be allocated to Category 4 (Not Permitted). Investment Options available in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.
Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date:	The **[** fund name **]** Sub-Account
Roll-Up Percentage:	**[** 5.00% **]** *(FOR CALCULATION OF ROLL-UP VALUES DURING ROLL-UP PERIODS PRIOR TO THE BENEFIT ELECTION DATE)*

Withdrawal Percentages

(FOR CALCULATION OF ANNUAL WITHDRAWAL AMOUNTS ON AND AFTER THE BENEFIT ELECTION DATE)

Number of Covered Persons on the Benefit Election Date	Withdrawal Percentage
One Covered Person	**[** 5.00% **]**
Two Covered Persons	**[** 4.50% **]**

SecurePay^{SM} ~~*R72*~~*FX*
PROTECTED LIFETIME INCOME BENEFIT RIDER

We are amending the Contract to which this rider is attached to add a Protected Lifetime Income Benefit (the "Benefit"). The terms and conditions in this rider supersede any conflicting provision in the Contract beginning on the Rider Effective Date and continuing until the rider is terminated. Contract provisions not expressly modified by this rider remain in full force and effect.

Protected Lifetime Income Benefit – Subject to the terms and conditions of this rider, beginning on the Benefit Election Date and continuing on each Contract Anniversary thereafter during the lifetime of a Covered Person, you may take aggregate annual withdrawals from the Contract that do not exceed the Annual Withdrawal Amount regardless of the Contract Value at that time.

DEFINITIONS

Annual Withdrawal Amount: The maximum amount that may be withdrawn from the Contract each Contract Year after the Benefit Election Date without reducing the Benefit Base.

Benefit Base: The amount determined according to the terms of this rider and used to calculate the Annual Withdrawal Amount and the monthly fee. The Benefit Base may not exceed the Maximum Benefit Base shown on the Rider Schedule.

Benefit Election Date: The date as of which we first calculate the Annual Withdrawal Amount and the date on which guaranteed withdrawals may begin.

Benefit Period: The period of time between the Benefit Election Date and the earlier of the Annuity Date or the rider termination date.

Covered Person: The person or persons upon whose lives the benefits of this rider are based. There may not be more than two Covered Persons. On and after the Benefit Election Date, the Covered Person (or one of the two Covered Persons) must be named as the Annuitant.

***RightTime*® Option:** The option to purchase the Benefit after the Contract's Issue Date, if we are offering it at that time.

BENEFIT COST AND FEES

Benefit Cost – On the Rider Effective Date, the Annual Benefit Cost ("Benefit Cost") as a percentage of the Benefit Base is shown in the Rider Schedule. We have the right to change the Benefit Cost at any time after the first fee calculation date based primarily on our actual cost of providing the Benefit. Any such change will apply on a nondiscriminatory basis to all contracts of the same actuarial class. A 'fee calculation date' is the Valuation Period that includes the same day of the month as the Contract's Issue Date, or the last Valuation Period of the month if that date does not occur during the month. The Benefit Cost as a percentage of the Benefit Base will never exceed the Maximum Annual Benefit Cost shown on the Rider Schedule. We will notify you of the new Benefit Cost in writing at the address contained in our records not less than 30 days prior to the date on which the new Benefit Cost becomes effective.

You may avoid changes in the Benefit Cost. We must receive your instructions declining the change before the Valuation Period during which the new Benefit Cost becomes effective. However, if you decline a Benefit Cost change, each ~~Step-Up Anniversary Value~~quarterly value that follows will equal $0, ~~and~~which may also limit future annual Benefit Base increases based on the ~~roll-up period will end~~*Roll-Up* Value.

Monthly Fee – Beginning on the first fee calculation date following the Rider Effective Date and continuing monthly until the Benefit terminates, we will calculate the fee for this rider and deduct that amount from the Contract Value.

We calculate the monthly fee in arrears by multiplying the monthly equivalent of the Benefit Cost by the Benefit Base as of the fee calculation date, using the formula below:

Monthly Fee = $[1 - (1 - \textit{Benefit Cost})^{1/12}]$ x Benefit Base as of the calculation date.

Deducting the Monthly Fee – We deduct the monthly fee as of the Valuation Period immediately following the Valuation Period during which it was calculated. The monthly fee is deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date. Deduction of the monthly fee will not reduce the Benefit Base or the Annual Withdrawal Amount.

THE BENEFIT BASE

The Benefit Base is used for calculation purposes only and does not represent accessible Contract Value. The Benefit Base cannot be withdrawn in a lump sum and is not payable as a death benefit.

Determining the Benefit Base – On the Rider Effective Date, the Benefit Base is equal to:

1) the initial Purchase Payment, if you purchased the Benefit at the time you purchased the Contract; or
2) the Contract Value as of the Valuation Period that includes the Rider Effective Date, if you purchased the Benefit by exercising the *RightTime* Option.

Thereafter, we increase the Benefit Base dollar-for-dollar for Purchase Payments credited to the Contract before the 2nd anniversary of the Rider Effective Date and before the Benefit Election Date. We reduce the Benefit Base pro-rata for each withdrawal before the Benefit Election Date. The pro-rata reduction for each withdrawal is the amount that reduces the Benefit Base in the same proportion that the amount deducted from the Contract Value to satisfy the withdrawal request reduced the Contract Value as of the Valuation Period during which the withdrawal was deducted.

SecurePay ~~R72~~FX – On each Contract Anniversary after the Rider Effective Date, we compare the Benefit Base to the ~~Step-Up Anniversary~~Highest Quarterly Value and the *Roll-Up* Value, if one is calculated. The greatest of these will become the new Benefit Base as of that Contract Anniversary. If the new Benefit Base equals the Highest Quarterly Value, that Contract Anniversary is called a 'reset date'.

~~Step-Up Anniversary~~Quarterly Value~~. We calculate a Step-Up Anniversary~~ and Highest Quarterly Value ~~on~~. On each ~~Contract Anniversary~~quarterly anniversary after the Rider Effective Date~~.~~ we calculate a quarterly value. The ~~'Step-Up Anniversary Value'~~'quarterly value' is equal to the Contract Value as of that ~~Contract Anniversary~~quarterly anniversary minus Purchase Payments credited to the Contract on or after the 2nd anniversary of the Rider Effective Date. However, if you have declined a Benefit Cost change, each ~~Step-Up Anniversary Value~~quarterly value that follows will be deemed to be $0.

The 'quarterly anniversary' is based on the Contract's Issue Date and is the same day of the month in three-month intervals. If any quarterly anniversary is not a Valuation Date we will calculate the quarterly value as of the next Valuation Period. If, however, a quarterly anniversary date does not occur during a month, we will calculate that quarterly value as of the prior Valuation Period.

The Highest Quarterly Value is the largest quarterly value since the prior Contract Anniversary, reduced pro rata for withdrawals made since the quarterly anniversary on which the Highest Quarterly Value occurred. The pro-rata reduction for each withdrawal is the amount that reduces the Highest Quarterly Value in the same proportion that the amount deducted from the Contract Value to satisfy the withdrawal request reduced the Contract Value as of the Valuation Period during which the withdrawal was deducted.

Roll-Up Value. We calculate a *Roll-Up* Value only on Contract Anniversaries that occur during ~~the~~a 'roll-up period', as described ~~below.~~in the next provision. The ~~'Roll~~*Roll-Up* ~~Value'~~Value is equal to:

1) the Benefit Base as of the Valuation Period immediately before the Contract Anniversary; plus
2) the roll-up amount applicable to that Contract Anniversary.

~~On that Contract Anniversary the~~The 'roll-up amount' is equal to the Benefit Base on ~~the later of the Rider Effective Date or~~ the prior Contract Anniversary reduced pro rata (as described in the 'Determining the Benefit Base' provision) for withdrawals made since ~~that date, multiplied by 7.2%. However, if on a Contract Anniversary for which a Roll-Up Value is being calculated, the Contract Value is less than 50% of the Benefit Base immediately prior to that Contract Anniversary, the roll-up amount is equal to $0~~the prior Contract Anniversary, multiplied by the Roll-Up Percentage shown on the Rider Schedule.

However, if you purchased *SecurePay FX* when you purchased the Contract (so the Rider Effective Date is the same as the Contract's Issue Date), the roll-up amount applicable to the first Contract Anniversary is equal to the sum of all Purchase Payments credited to the Contract within 120 days after the Contract's Issue Date, reduced pro rata for withdrawals made since the Issue Date, multiplied by the Roll-Up Percentage. (If you purchased

SecurePay FX by exercising the *RightTime* Option, the roll-up amount applicable to the first Contract Anniversary after the Rider Effective Date is equal to the Benefit Base on the Rider Effective Date, reduced pro rata for withdrawals made since the Rider Effective Date, multiplied by the Roll-Up Percentage.)

Roll-Up Period. The first roll-up period starts on the Rider Effective Date and ends on the ~~Valuation Period immediately following the~~ first reset date, if any, or the 10th Contract Anniversary ~~on which we increase the Benefit Base to equal either the Step-Up Anniversary Value or the Roll-Up Value. When determining the duration of the roll-up period, we~~after the Rider Effective Date if no reset date occurs before then. (No reset dates can occur after you decline a Benefit Cost change because each quarterly value thereafter will ~~not count Contract Anniversaries on which the Benefit Base does not increase.~~be $0.) One or more subsequent roll-up periods may occur, but only as described below:

1) ~~However, the~~ If a roll-up period ends because a reset date occurred, a subsequent roll-up period will ~~end~~start immediately.
2) If a roll-up period ends on the 10th Contract Anniversary after it started, and if that Contract Anniversary is a reset date, a subsequent roll-up period will start immediately. If that Contract Anniversary is not a reset date, no subsequent roll-up period will start until the next reset date, if any.
3) A subsequent roll-up period ends on the next reset date, if any, or the 10th Contract Anniversary after the subsequent roll-up period started if no reset date occurs before then.

No roll-up period can extend beyond the Valuation Period during which any of the following first occur:

~~1) you decline a Benefit Cost change; or~~
1) the 20th Contract Anniversary after the Rider Effective Date; or
2) you establish the Benefit Election Date; or
3) the rider terminates.

THE BENEFIT PERIOD

Establishing the Benefit Election Date – You must establish the Benefit Election Date to start the Benefit Period and access the guaranteed withdrawals provided by this rider. To establish the Benefit Election Date, you must notify us that you are doing so, instruct us to calculate the initial Annual Withdrawal Amount based on either one or two lives and (if we request it) provide proof of Age for the Covered Person(s). You must also change the Annuitant (if necessary) so that she or he is a Covered Person. The Benefit Election Date may not be earlier than the date on which the Covered Person (or the younger of the two Covered Persons) attains age 59½, nor later than the Annuity Date.

Since additional Purchase Payments are not accepted on or after the Benefit Election Date, any Automatic Purchase Plan in effect on the Benefit Election Date will be terminated as of that date.

Automatic Withdrawals established prior to the Benefit Period terminate as of the Benefit Election Date.

Individuals Eligible to be Named as a Covered Person – A Covered Person must be a living person who, at the time the Benefit Election Date is established, is either:

1) an Owner of the Contract (or the Annuitant, if the sole Owner is not an individual); or
2) the spouse of the sole Owner of the Contract (or the Annuitant's spouse, if the sole Owner is not an individual), but only if the spouse is the sole Primary Beneficiary.

If there is one Owner, then the Owner (Annuitant) is the sole Covered Person if she or he either is not married, or is married but the spouse is not the sole Primary Beneficiary.

If there is one Owner and the sole Primary Beneficiary is the Owner's (Annuitant's) spouse, then:

1) the Owner (Annuitant) is the Covered Person if the Annual Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are married to each other, then:

1) the older of the two is the Covered Person if the Annual Withdrawal Amount is based on one life.
2) both spouses are Covered Persons if the Annual Withdrawal Amount is based on two lives.

If there are two Owners and they are not married to each other, the older of the two is the sole Covered Person.

For the purposes of this rider, the terms "married" and "spouse" include bona fide domestic partners or civil union partners in states that afford legal recognition to domestic partnerships or civil unions.

Calculating the Annual Withdrawal Amount – The Annual Withdrawal Amount is an amount equal to the Benefit Base as of the date the Annual Withdrawal Amount is being calculated, multiplied by the applicable withdrawal percentage from the Withdrawal Percentages Table shown on the Rider Schedule. -The withdrawal percentage is based on the number of Covered Person(s) on the Benefit Election Date.

The initial Annual Withdrawal Amount is calculated as of the Benefit Election Date. Thereafter, we re-calculate the Annual Withdrawal Amount only on Contract Anniversaries. The Annual Withdrawal Amount will be re-calculated if the Benefit Base changed since the later of the Benefit Election Date or the prior Contract Anniversary.

Accessing the Annual Withdrawal Amount – During the Benefit Period, you may request withdrawals individually or instruct us to send you specific amounts periodically. Your request must include all the information necessary for us to remit the requested amounts. This includes (if we request it) proof that the Covered Person(s) is (are) alive on the withdrawal date.

Withdrawals made during the Benefit Period reduce the Contract Value and the death benefit in the same manner as withdrawals made prior to the Benefit Election Date. We do not assess applicable surrender charges, if any, on aggregate withdrawals during a Contract Year that do not exceed the Annual Withdrawal Amount. However, withdrawals count against any free withdrawal amounts that would otherwise be available.

The Annual Withdrawal Amount is not cumulative. You may take the entire Annual Withdrawal Amount each Contract Year, but if you do not, the remaining portion does not carry forward. During the Benefit Period, aggregate withdrawals in any Contract Year that do not exceed the Annual Withdrawal Amount do not reduce the Benefit Base.

Excess Withdrawals – During the Benefit Period any portion of a withdrawal that, when aggregated with all prior withdrawals during that Contract Year, exceeds the Annual Withdrawal Amount constitutes an excess withdrawal. We will not recalculate the Annual Withdrawal Amount until the next Contract Anniversary, so any subsequent withdrawal taken that Contract Year is also an excess withdrawal. We assess applicable surrender charges, if any, on excess withdrawals. If any portion of any requested withdrawal would be an excess withdrawal, we will not process the request until you have been notified of the excess amount and we provide you the opportunity to reduce or cancel the request.

Each excess withdrawal results in an immediate reduction of the Benefit Base. If, immediately after the excess withdrawal, the Contract Value minus any non-excess portion of the withdrawal is greater than the Benefit Base, we reduce the Benefit Base by the amount of the excess withdrawal including applicable surrender charges, if any. Otherwise, we reduce the Benefit Base by the same proportion that the excess withdrawal including applicable surrender charges, if any, reduced the Contract Value as of the Valuation Period during which the excess withdrawal request was processed.

Because the Benefit Base is used to calculate Annual Withdrawal Amounts, reduction of the Benefit Base due to excess withdrawals could reduce future Annual Withdrawal Amounts by more than the dollar amount of the excess withdrawals.

If you have instructed us to send you all or a portion of the Annual Withdrawal Amount periodically in specific amounts, an excess or unscheduled withdrawal automatically terminates those periodic withdrawals. If any Contract Value remains after the excess withdrawal, you may instruct us to resume sending periodic withdrawals to you beginning on the next Contract Anniversary based on the recalculated Annual Withdrawal Amount.

Reduction of the Contract Value to $0 After the Benefit Election Date – If an excess withdrawal including applicable surrender charges, if any, reduces the Contract Value to $0, the Contract will terminate as of that date. If after the Benefit Election Date, a non-excess withdrawal, negative investment performance, and/or deduction of any charges or fees reduces the Contract Value to $0: 1) such event will not affect either the availability of an Annual Withdrawal Amount or the availability of the "Annual Withdrawal Amount" Annuity Option described in the 'Additional Annuity Option as of the Maximum Annuity Date' provision; but 2) on and after the date the Contract Value is reduced to $0, no death benefit is available and no other Annuity Options are available.

Required Minimum Distributions – Withdrawals in excess of the Annual Withdrawal Amount are permitted to satisfy required minimum distributions (RMD) under Internal Revenue Code Section 401(a)(9) as they apply to amounts attributable to the Contract. These withdrawals will not be treated as excess withdrawals under this rider provided: 1) you notify us in writing at the time you request the withdrawal that it is intended to satisfy RMD requirements; and, 2) we calculate the RMD amount based solely on the applicable end-of-year value of this Contract. The timing and amount of the non-excess RMD withdrawal we permit from this Contract may be more restrictive than allowed under IRS rules, and may not satisfy the annual RMD requirements for all of the tax-qualified contracts you own.

Death or Divorce of a Covered Person After the Benefit Election Date – If the Annual Withdrawal Amount is based on the life of one Covered Person, this rider terminates upon the Covered Person's death. If the Annual Withdrawal Amount is based on the lives of two Covered Persons and they divorce or one of them dies, the Annual Withdrawal Amount will continue to be calculated as if no divorce or death had occurred, and this rider terminates upon the death of the last surviving Covered Person.

Spousal Continuation After the Benefit Election Date – The surviving spouse of a sole Covered Person who, pursuant to the Contract's 'Payment of the Death Benefit' provision, continues the Contract and becomes the new sole Owner may purchase a new rider immediately using the *RightTime* Option, if we are offering it at that time. If not purchased immediately, we will waive the 5-year waiting period described in Item 2) of the 'Exercising the *RightTime* Option After the Rider Terminates' provision. However, regardless of when the *RightTime* Option is exercised:

1) only the surviving spouse is eligible to be a Covered Person under the new rider; and
2) the Rider Purchase Age Limits in effect on the new Rider Effective Date must be met.

Establishing the Benefit Election Date on the Maximum Annuity Date – If this rider is in force on the Maximum Annuity Date and you have not previously established the Benefit Election Date, it will be established for you, as follows:

1) the Benefit Election Date, and the calculation date for the Annual Withdrawal Amount, will be the Maximum Annuity Date; and
2) the Annual Withdrawal Amount will be calculated based on one Covered Person's life: either the sole person eligible to be a Covered Person, or the older person if two people are eligible to be Covered Persons. That Covered Person will become the sole Annuitant as of the Maximum Annuity Date, if she or he was not already so named.

This provision does not apply if you established the Benefit Election Date prior to the Maximum Annuity Date.

Additional Annuity Option as of the Maximum Annuity Date – If this rider is in force on the Maximum Annuity Date, in addition to the other Annuity Options available to you under the Contract, you may select the "Annual Withdrawal Amount" Annuity Option that will pay monthly payments for the life of the (last surviving) Covered Person equal to the Annual Withdrawal Amount as of the Maximum Annuity Date divided by 12, less an adjustment for any applicable premium tax. This "Annual Withdrawal Amount" Annuity Option is available whether or not the Contract Value applied to the option is sufficient to support the payments.

If you have not selected an Annuity Option, we will start sending monthly fixed annuity income payments one month after the Maximum Annuity Date. Payments will be an amount equal to the greater of:

1) the Annual Withdrawal Amount as of the Maximum Annuity Date divided by 12, less an adjustment for any applicable premium tax. If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person.
2) the results of applying the Contract Value as of the Valuation Period that includes the Maximum Annuity Date plus any applicable Annuity Option bonus, less any applicable premium tax, to Annuity Option B with a monthly payment mode and a 10-year Certain Period based on the life (lives) of the Covered Person(s). If this is the monthly payment amount, it will be paid for the life of the (last surviving) Covered Person, or for 10 years, whichever is longer.

If you have selected an Annuity Option, we will distribute the entire interest in the Contract according to the Annuity Option you have selected.

Annuity Date Prior to the Maximum Annuity Date – If you select an Annuity Date that occurs before the Maximum Annuity Date, the Contract Value as of the Valuation Period that includes the Annuity Date, less any applicable premium tax, may be taken in a lump sum, or that amount may be applied as described in the Contract's 'ANNUITY INCOME PAYMENTS' section. The additional "Annual Withdrawal Amount" Annuity Option of monthly payments for life based on the Annual Withdrawal Amount divided by 12 is not available.

GENERAL PROVISIONS

Restrictions on Allocation, Transfer and Surrender of Contract Value – While this rider is in force, your Contract allocation is restricted by the Allocation by Investment Category ("AIC") guidelines.

Allocation by Investment Category. The AIC guidelines divide the Investment Options into categories and specify the range of percentages that must be allocated to each category. Within each category, you select the Investment Options and amounts allocated to them, provided the total percentage in each category is not less than the minimum required, nor more than the maximum permitted. The AIC guideline categories and percentage ranges on the Rider Effective Date are shown on the Rider Schedule. Investment Options in each category as of the Rider Effective Date are shown in the Investment Options Category Table at the end of this rider.

We may change the AIC guidelines from time to time by notifying you in writing at the address contained in our records. If we do change the AIC guidelines, we will not require you to re-allocate your Contract Value. We will continue to apply Purchase Payments you remit without allocation instructions, and process automatic transfers that facilitate dollar cost averaging, according to the Contract allocation established before the AIC guidelines changed.

However, allocation instructions that accompany a Purchase Payment and instructions to transfer Contract Value among the Investment Options change the Contract allocation as of the Valuation Period during which we receive the instruction, and must meet the AIC guidelines in effect at that time. Anytime the Contract allocation changes, we re-allocate the Contract Value according to the new Contract allocation. Purchase Payments applied to the Contract, and transfers that facilitate dollar cost averaging after that date, will be made according to that Contract allocation until you send a subsequent instruction that changes the Contract allocation and that satisfies the AIC guidelines then in effect.

In addition to the re-allocation of Contract Value that occurs each time the Contract allocation is changed, we rebalance the Variable Account Value to the current Contract allocation semi-annually based on the Rider Effective Date, unless you instruct us to rebalance quarterly or annually.

Amounts deducted from the Contract Value to satisfy a withdrawal request are deducted from the Investment Options in the same proportion that the value of each bears to the total Contract Value on that date.

Allocation Adjustment. The AIC guidelines include a risk-mitigation allocation adjustment mechanism that monitors the 12-month Simple Moving Average ("SMA") for certain Sub-Accounts and temporarily restricts access to a monitored Sub-Account when, on any monthly anniversary after the first Contract Anniversary, the Sub-Account's Accumulation Unit Value ("AUV") falls below its 12-month SMA. The restriction is lifted when, on a subsequent monthly anniversary, the Sub-Account's AUV rises above its 12-month SMA.

The 'monthly anniversary' is the same day as the Contract's Issue Date in each subsequent month. If any monthly anniversary is not a Valuation Date or does not occur in the month, allocation adjustment transfers will process as of the next Valuation Period.

We do not calculate a 12-month SMA for Sub-Accounts in AIC guideline Category 1 (Conservative), and such Sub-Accounts will never be restricted under the AIC guidelines.

Calculating the 12-month SMA. A Sub-Account's 12-month SMA on any monthly anniversary is the arithmetic average of the Sub-Account's AUV on the current, and each of the last 11, monthly anniversaries. The methodology described in the 'Accumulation Unit Values' provision of the Contract will be used to determine AUVs prior to the Sub-Account's inception date.

Using the 12-month SMA to Restrict Access to a Sub-Account. On each monthly anniversary after the first Contract Anniversary, we compare the Sub-Account's 12-month SMA with its current AUV. If the Sub-Account's current AUV is lower than, or equal to its 12-month SMA, we temporarily restrict access to that Sub-Account.

On the date access to a Sub-Account is restricted, your Sub-Account Value will automatically be transferred to the Allocation Adjustment Preservation (AAP) Sub-Account. Notwithstanding any contrary provision in the Contract or this rider, you may not allocate any new Purchase Payment or transfer any existing Contract Value into a restricted Sub-Account. Instructions to allocate Purchase Payments or transfer Contract Value into a restricted Sub-Account will result in those amounts being allocated to the AAP Sub-Account. The Sub-Account used as the AAP Sub-Account as of the Rider Effective Date is shown on the Rider Schedule.

Using the 12-month SMA to Restore Access to a Sub-Account. We lift the restriction and restore access to a Sub-Account on the next monthly anniversary its current AUV rises above its 12-month SMA. On the monthly anniversary the restriction is lifted, we will automatically transfer the applicable portion of the AAP Sub-Account Value back into the previously restricted Sub-Account. The 'applicable portion' is the pro rata share of the current AAP Sub-Account Value based on your allocation instructions in effect at that time.

When access to a Sub-Account is restored, you may resume allocating Purchase Payments and transferring Contract Value into it, and any automated transactions relating to the Sub-Account at the time it was last restricted will be resumed.

Allocation Adjustment Transfers. We will send you a written confirmation of all allocation adjustment transfers. Allocation adjustment transfers will not count against the yearly transfer limit shown on the Contract's Schedule.

Reports – While this rider is in effect, the statements we provide under the Contract's 'Reports' provision will include information for the statement period regarding the Benefit Cost, the Benefit Base, and (during the Benefit Period) the available Annual Withdrawal Amount. Prior to the Benefit Election Date, you may contact the Company at any time for information about the Annual Withdrawal Amount based on specified assumptions regarding the number and age(s) of the Covered Person(s), the Benefit Election Date, and the Benefit Base.

Termination – This rider, every benefit it provides, and deduction of the monthly fee terminate as of the Valuation Period during which any of the following first occur.

1) We receive your instruction to:
    a) allocate any purchase payment; or
    b) dollar cost average; or
    c) transfer any Contract Value; or
    d) deduct any withdrawal;

    in a manner inconsistent with the AIC guidelines or the provisions of this rider.
2) We receive your instruction to stop Portfolio Rebalancing.
3) We receive your instruction to terminate this rider more than 10 years after its Rider Effective Date.
4) We receive your instruction to add, remove, or change a Covered Person after the Benefit Election Date.
5) We receive your instruction to change the Annuitant to someone other than a Covered Person after the Benefit Election Date.
6) The Contract Value is applied to an Annuity Option.
7) The Contract to which this rider is attached is surrendered or otherwise terminated.

We will notify you in writing that the rider has terminated and identify the cause.

Reinstatement – If this rider terminated as a result of a prohibited instruction described in Items 1) or 2) of the 'Termination' provision, you may reinstate it within 30 days of the rider termination date *unless* a Purchase Payment was applied to the Contract since the rider termination date.

We must receive your request for reinstatement, with allocation instructions that meet current AIC guidelines and/or instructions to resume portfolio rebalancing, within 30 days of this rider's termination date. We will deduct any fees and make any other adjustments that were scheduled during the period of termination so that after the reinstatement, the Contract and this rider will be as though the termination never occurred.

Exercising the *RightTime* Option After the Rider Terminates – If the rider terminates as a result of any of the reasons in the 'Terminations' provision other than the Contract Value being applied to an Annuity Option or the Contract being terminated, you may purchase the Benefit using the *RightTime* Option, if:

1) we are offering the *RightTime* Option when we receive your request to purchase it; and
2) 5 years or more have elapsed since this rider terminated; and
3) the Rider Purchase Age Limits in effect on the new Rider Effective Date are met; and
4) the Contract has not reached the Annuity Date.

If this rider terminates because you instruct us to add, remove, or change a Covered Person, we will waive the 5-year waiting period as described in Item 2) of this provision.

Signed for the Company and made a part of the Contract as of the Rider Effective Date.

PROTECTIVE LIFE INSURANCE COMPANY

[Deborah J. Long
[Secretary]]

Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223

NAIC 458-68136 / FEIN 63-0169720

Statement of Variability

FORM NUMBER	FORM TITLE *(and Form Type if not part of Title)*
SG-VDA-P-~~6009~~6016	*SecurePay*[SM] *FX* Protected Lifetime Income Benefit Rider
~~SG-VDA-P-6010~~	~~*SecurePay*[SM] *R72* Protected Lifetime Income Benefit Rider~~
~~SG-VDA-P-6015FX~~	~~*Insert Page for Rider (version without Fixed Account):* Investment Options Category Table for the Protected Lifetime Income Benefit Rider~~

General Variables

1. Variable alphanumeric text in the forms is indicated by [square brackets], with one exception: Square brackets imbedded in any mathematical formula do not indicate variable text; they are mathematical symbols indicating the order of operations in the formula.

2. Variable-bracketed alphanumeric text may be varied in accordance with applicable regulatory requirements and this Statement of Variability.

3. Any internal-use identifier or edition date (lower right footer); any company and state insurance regulatory authority office addresses, website addresses, and telephone numbers; any company officer titles, names, and signatures; and any specimen data (hypothetical, illustrative items customarily varied according to the applicant or specific plan of insurance) that may appear throughout the forms are variable as indicated by [square brackets] and are not exhaustively listed form-by-form, page-by-page, and/or field-by-field below.

4. Company and state insurance regulatory authority addresses and telephone numbers and company officer titles, names, and signatures will be only be changed to accurately disclose correct information. Changes in company officers or the company's domicile address would not be made until any required notifications or regulatory filings are completed.

5. The appearance of the forms may vary in a non-material fashion depending upon factors including, but not limited to: changes in print vendor, software or hardware configurations; typeface, style and font attributes, but not font size; paper stock and weight; and, the presence or absence of color and shading.

6. The page numbering scheme may be varied to adjust for revisions to the text.

7. Benefit selection may vary by plan of insurance.

8. No variables will change with respect to in-force contracts without notification, appropriate regulatory approvals, and (where required) consent of the owner.

Specific Variables

***SecurePay℠ FX* Protected Lifetime Income Benefit Rider SG-VDA-P-~~6009~~6016**
~~***SecurePay℠ R72* Protected Lifetime Income Benefit Rider SG-VDA-P-6010***

Page 1, Rider Schedule

Contract #, Owner 1 Name, Rider Effective Date: *Varies by applicant. Note that the owner **is not** required to name the covered person(s) on the rider effective date.*

Rider Purchase Age Limits on the Rider Effective Date: *Minimum and maximum age limits for each owner and the designated annuitant on the rider effective date. ~~The -6009 rider~~These ages may ~~not have a~~vary, but the minimum age~~, in which case the bracketed "younger than Age [55] or" text will **not** appear. If there is a minimum age for the -6009 rider, that bracketed text **will** appear. The -6010 rider will always have a minimum age. For both riders, any minimum age may vary and~~ will range between 50 and 60 years (inclusive~~). Both riders will always have a~~) and the maximum age~~, which may vary and~~ will range between 80 and 90 years (inclusive).*

Annual Benefit Cost on the Rider Effective Date: *Annual benefit cost (as a percentage of the benefit base) as of the rider effective date. May vary, but will not exceed ~~1.40% for the -6009 rider or 2.20% for the -6010 rider. For the -6009 rider, currently 0.60% if rider is purchased at time of contract issue and 0.70% if rider is purchased after contract is issued. For the -6010 rider, currently~~2.20%. Currently 1.00% if rider is purchased at time of contract issue and 1.10% if rider is purchased after contract is issued. Guaranteed for the first fee calculation date after the rider effective date. May be changed as stated in the rider's 'Benefit Cost' provision, but will not exceed the 2.20% maximum annual benefit cost~~ which is stated above and is~~ specified in the rider.*

Benefit Base on the Rider Effective Date: *The initial benefit base varies by applicant and equals the initial purchase payment if rider is purchased at time of contract issue, or the contract value at time of purchase if rider is purchased after contract is issued, but will not exceed the $5,000,000 maximum benefit base specified in the rider.*

Allocation by Investment Category (AIC) Limitations on the Rider Effective Date: *The AIC guidelines place each investment option into one of four risk categories and specify the minimum or maximum percentage of contract value that may be allocated to each category. For Category 1 (Conservative), the minimum percentage will range between 25% and 40% (inclusive); for Category 2 (Moderate), the maximum percentage will range between 50% and 75%; for Category 3 (Aggressive), the maximum percentage will range between 20% and 40%; and for Category 4 (Not Permitted), the percentage is fixed at 0%. The percentages (except for Category 4) may change, but if they do, the owner **is not** required to change the existing contract allocation. However, any contract allocation change requested by the owner must conform to the new AIC guidelines.*

Allocation Adjustment Preservation (AAP) Sub-Account on the Rider Effective Date: *The sub-account name of the investment option used as the destination fund for allocation adjustment transfers as of the rider effective date. Currently the OppenheimerFunds Money Sub-Account. May change, but will always be either the sub-account associated with the money-market fund, or the sub-account associated with another conservative fixed income fund designed for capital preservation. Any change in this sub-account will not significantly alter the underlying structure of the contract.*

Roll-Up Percentage: *Percentage used to calculate annual roll-up values during a roll-up period. May vary between 3.00% and 8.00% (inclusive), but **will not** change for in-force riders.*

Withdrawal Percentages (Table): *The percentages used to calculate ~~the~~ annual withdrawal ~~amount~~amounts are based solely on whether there are one or two covered persons, with a higher percentage used for one covered person. The percentages may vary between 3.00% (the minimum for two covered persons) and*

*8.00% (the maximum for one covered person) (inclusive), with the increment between one and two covered persons varying between 0.50% and 2.00% (inclusive), but **will not** change for in-force riders.*

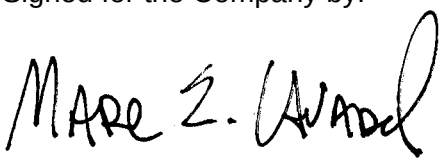
~~**Rider Insert Page (Investment Options Category Table) SG-VDA-P-6015FX**~~

~~Category 1 – Conservative, Category 2 – Moderate, Category 3 – Aggressive, and Category 4 – Not Permitted:~~ ~~*Each category field is populated with the list of available variable sub-account investment options in the named risk category, as determined by the company as of the associated Protected Lifetime Income Benefit Rider's effective date. If there are no sub-accounts in a given Category N, the category field is populated with the statement "No Sub-Accounts are in Category N as of the Rider Effective Date." Category designations are used to specify the minimum or maximum percentage of contract value to be allocated to sub-accounts in that category when a Protected Lifetime Income Benefit Rider is purchased. Listed sub-accounts may vary, but any changes in the list for each category will not significantly alter the underlying structure of the contract.*~~

CERTIFICATION

I certify that the information contained in this Statement of Variability is true and correct to the best of my knowledge and belief, and that I am duly authorized by the company to make this certification.

Signed for the Company by:



Marc E. Cavadel, J.D., FLMI, AAPA
AVP – Product Development
Protective Life Insurance Company
~~February 17~~June 6, 2012

Protective Life Insurance Company
2801 Highway 280 South, Birmingham, Alabama 35223
NAIC 458-68136 / FEIN 63-0169720

ADDENDUM TO ACTUARIAL MEMORANDUM
PROTECTED LIFETIME INCOME ~~BENEFITS~~BENEFIT
(Guaranteed Living ~~Benefits~~Benefit)
for
Individual Flexible Premium Deferred Variable Annuity Contract

Form Type	Form Number	Form Title
Rider	VDA-P-~~6009~~6016	*SecurePay*℠ *FX* – Protected Lifetime Income Benefit
~~Rider~~	~~VDA-P-6010~~	~~*SecurePay*℠ *R72* – Protected Lifetime Income Benefit~~
~~Rider Insert~~	~~VDA-P-6015FX~~	~~Investment Options Category Table for Protected Lifetime Income Benefit Rider (for plans without a Fixed Account)~~

PROTECTED LIFETIME INCOME ~~BENEFITS~~BENEFIT

~~General Description~~

The ~~two~~ submitted protected lifetime income benefit ~~riders~~rider (guaranteed living ~~benefits~~benefit) described in this Addendum ~~are~~is an optional ~~riders~~rider that can be purchased with the insurance plans created by ~~the Schedules included in this filing when issued with~~ previously-approved ~~form set(s).~~forms. Filing record identification for the previously-approved ~~filing(s)~~filings is found on the present SERFF filing's General Information tab (Filing Description section). ~~Each~~This Addendum supplements the Actuarial Memorandum submitted with those filings.

The rider guarantees that, beginning on the benefit election date, the contract owner may take aggregate annual withdrawals from the contract that do not exceed a specified annual withdrawal amount regardless of the contract value at that time. Accordingly, ~~these riders are~~the rider is appropriately viewed as a guaranteed minimum withdrawal ~~benefits~~benefit.

~~The '*General Description*' section of this Addendum describes elements and features common to both riders.~~

Issuing ~~a~~the Rider - ~~Either~~The rider may be purchased with the contract or added later by exercising the *RightTime*® option (the option to purchase the rider after the contract's issue date, if we are offering it at that time), provided that each owner and the designated annuitant are within the minimum and maximum rider purchase ages on the rider effective date. ~~The~~ These ages may vary, but the minimum issue age ~~varies with the rider selected,~~will range between 50 and ~~is described in the '*SecurePay*℠ *R72*' section of this Addendum. The~~60 years old, and ~~*SecurePay*℠~~ the maximum purchase age ~~for both riders~~ will range between 80 and 90 years old. The owner *is not* required to name the covered person(s) when the rider is purchased.

Investment Limitations - After the rider is purchased, the contract value must meet our allocation by investment category (AIC) guidelines. The AIC guidelines place each sub-account in one of four risk categories and specify the portion of contract value that may be allocated to each category. The portion that may be allocated to each risk category (by percentage of total contract value) is:

- Category 1 – Conservative: The minimum portion of contract value that must be allocated to category 1 will range between 25% and 40%.
- Category 2 – Moderate: The maximum portion of contract value that may be allocated to category 2 will range between 50% and 75%.
- Category 3 – Aggressive: The maximum portion of contract value that may be allocated to category 3 will range between 20% and 40%.
- Category 4 – Not Permitted: 0% of contract value may be allocated to category 4.

Percentages for categories 1, 2 & 3 are established when the rider is issued and may change. They will not change frequently but when they do, the contract owner ***is not*** required to change their contract allocation. However, any contract allocation change requested by the owner after a date the AIC percentages are changed must conform to the new guidelines.

AIC guidelines require the owner to establish automatic portfolio rebalancing that occurs no less frequently than annually.

Allocation Adjustment - The AIC guidelines include an automatic allocation adjustment risk management mechanism. The allocation adjustment is designed to manage risk associated with market volatility by monitoring the 12-month simple moving average ("SMA") for each sub-account in AIC risk categories 2 and 3. On any monthly anniversary after the first contract anniversary, if a sub-account's accumulation unit value falls below its 12-month SMA, we restrict that sub-account. The restriction is lifted when, on any subsequent monthly anniversary, the sub-account's accumulation unit value rises above its 12-month SMA. For the purpose of calculating the 12-month SMA, the current monthly anniversary is included.

When a sub-account is restricted, we automatically transfer the entire sub-account value into the contract's stable value fund, currently the Oppenheimer Money Sub-Account. No purchase payments or contract value may be allocated to a restricted sub-account.

When the restriction on a sub-account is lifted, we automatically transfer the pro rata share of the stable value fund (which includes accrued earnings during the restriction period) back into the previously restricted sub-account. At this time, the owner has full access to that sub-account and may again allocate purchase payments and contract value to it.

Additional Purchase Payments - We continue to accept purchase payments after the rider is purchased, prior to the benefit election date described under the "Guaranteed Withdrawals" discussion below. We do not accept purchase payments on or after the benefit election date, while the rider remains in effect. According to the AIC guidelines, purchase payments may be allocated to the contract's DCA (dollar cost averaging) Accounts. The DCA destination sub-accounts must meet the AIC guidelines. –No contract value may be allocated to the Fixed Account (if one is offered under the plan of insurance purchased) on or after the rider effective date.

Benefit Base - The initial benefit base is the initial purchase payment (if the rider is purchased with the contract) or the contract value on the rider effective date (if the rider is purchased later using the *RightTime* option). Thereafter, we increase the benefit base dollar-for-dollar for purchase payments applied to the contract within 2 years of the rider effective date, and reduce the benefit base pro-rata for each withdrawal before the benefit election date. The pro-rata reduction for each withdrawal is the amount that reduces the benefit base in the same proportion that the amount withdrawn reduced the contract value. The rider also provides additional, annual opportunities for benefit base increases, as described below.

We compare the benefit base to the *highest quarterly value* and (if the contract is in a roll-up period) to the *roll-up value* in order to determine the new benefit base on each contract anniversary that occurs after the rider effective date and prior to the contract's latest available annuity date. The greatest of these will be the new benefit base on the contract anniversary. If the new benefit base is set equal to the highest quarterly value, that contract anniversary is a *reset date*.

To determine the *highest quarterly value*, we calculate a quarterly value on each contract quarterly anniversary. Each quarterly value is equal to the contract value on that quarterly anniversary, less purchase payments applied to the contract on and after the 2nd anniversary of the rider effective date. The greatest quarterly value calculated since the prior contract anniversary, reduced pro rata for each withdrawal since the quarterly anniversary on which the greatest quarterly value occurred, is the highest quarterly value. That means the benefit base will increase with positive market performance even after guaranteed withdrawals begin, provided a benefit cost increase has not been declined and provided annual performance exceeds the amount withdrawn.

We also calculate a *roll-up value* on each contract anniversary that occurs during a roll-up period. The first roll-up period starts on the rider effective date and ends on the first reset date, if one occurs, or on the 10th contract anniversary following the rider effective date if no reset date occurs before then. Additional roll-up periods may occur, according to the following rules.

- If a roll-up period ends because a reset date has occurred, a new roll-up period begins immediately.
- If a roll-up period ends on the 10th contract anniversary after it began and that contract anniversary is not a reset date, no new roll-up period will start until the next reset date, if one occurs.

- No roll-up period will extend beyond the earlier of the 20th contract anniversary following the rider effective date, or the benefit election date.

The *roll-up value* is the benefit base as of the valuation period immediately prior to the contract anniversary plus the roll-up amount for that contract anniversary. The roll-up amount is the benefit base as of the prior contract anniversary, reduced pro rata for withdrawals since that contract anniversary, multiplied by the roll-up percentage. The roll-up percentage may vary in an actuarially non-discriminatory manner, but once established on the rider effective date, will not change while the rider is in force. The roll-up percentage will range between 3.00% and 8.00% and is currently 5%.

For the purpose of calculating the roll-up value for the first contract anniversary under a rider purchased at the time of contract issue, all purchase payments received within 120 days of the contract issue date are deemed to be included in the benefit base on the issue date (0th contract anniversary). (For *RightTime* rider purchases, the roll-up amount for the first contract anniversary after the rider effective date is the benefit base as of the rider effective date, reduced pro rata for withdrawals since that date, multiplied by the roll-up percentage.)

Guaranteed Withdrawals - The owner begins the rider's guaranteed withdrawals by telling us whether the benefit will cover one or two lives, and when the withdrawals are to begin (no earlier than the date the (younger) covered person attains age 59½). The date this occurs is called the benefit election date. If the withdrawals are based on one person, that person must be the (older) owner (or annuitant, if the sole owner is not a natural person). If the withdrawals are based on two people, they must be spouses, domestic partners or parties to a legally valid civil union, and either both must be owners, or one must be the sole owner (or annuitant, if the sole owner is not a natural person) and the other must be the sole primary beneficiary. Withdrawals continue as long as a covered person lives. If any contract value remains upon the death of the (last surviving) covered person, the beneficiary will receive the contract's death benefit.

We calculate the initial annual withdrawal amount on the benefit election date by multiplying the applicable withdrawal percentage by the benefit base on that date. Thereafter, the annual withdrawal amount is recalculated only on contract anniversaries and only if the benefit base has changed. Withdrawal percentages (which are based solely on whether there are one or two covered persons) may vary in an actuarially non-discriminatory manner, but once established on the rider effective date, will not change while the rider is in force. Withdrawal percentages will range between 3.00% and 8.00%. The increment between one and two covered persons will range between 0.50% and 2.00%. Currently, withdrawal percentages are 5% if withdrawals are based on one covered person and 4.5% if based on 2 covered persons. ~~(The way the benefit base is determined varies between the riders and is described in the '*SecurePay*sm and *SecurePay*sm *R72*' section of this Addendum.)~~

Aggregate withdrawals during a contract year that do not exceed the annual withdrawal amount ("non-excess withdrawals") do not affect the benefit base, but do reduce both the contract value and the death benefit in the same manner as withdrawals made prior to the benefit election date (i.e., in the same manner as withdrawals made in the absence of the rider).

If the plan of insurance purchased includes surrender charges, we will not assess them on non-excess withdrawals, but benefit withdrawals will count against any free withdrawal amounts that would otherwise be available. Excess withdrawals are subject to applicable surrender charges, if any, and also count against any free withdrawal amounts.

Excess withdrawals immediately reduce the benefit base and result in a recalculation of the annual withdrawal amount on the next contract anniversary. An excess withdrawal that reduces the contract value to $0 terminates the rider. Otherwise, reduction of the contract value to $0 as a result of non-excess withdrawals, negative market performance or deduction of any contractual fee eliminates any residual death benefit, but annual withdrawals – calculated as described in this section – continue as long as a covered person lives.

Other Terminations (and Reinstatement) - The ~~riders~~rider will terminate if:

a) An invalid AIC or portfolio rebalancing instruction is made;
b) The owner instructs us to terminate the rider (more than 10 years after the rider effective date);
c) The owner adds, removes or changes a covered person, or names an annuitant who is not a covered person, after the benefit election date;
d) The (last surviving) covered person dies;
e) The contract is annuitized, surrendered or otherwise terminated.

If a rider terminates due to an invalid AIC or portfolio rebalancing instruction, the owner may reinstate the rider within 30 days provided the reinstatement request is accompanied by a valid AIC or portfolio rebalancing instruction and no additional purchase payment was applied to the contract since the rider termination. Upon reinstatement, we will deduct any fees and make any other distributions or adjustments that were scheduled during the period of termination so that after reinstatement the Contract, including the rider, would be as though the termination never occurred.

If the rider terminates, deduction of the monthly rider fee stops.

Rider Fees - ~~Although the annual benefit cost for the two riders is different, the manner in which the monthly fees are calculated is identical. The~~The rider's current (and maximum) benefit costs are stated as an annualized percentage of the benefit base. The maximum annual benefit cost is 220 bps. Currently, the annual cost is 100 bps (if the rider is purchased with the contract) and 110 bps (if the rider is purchased later using the *RightTime* option). The annual cost is converted into a monthly fee using the formula,

Monthly Fee = [1 – (1 – *Benefit Cost*)$^{1/12}$] x Benefit Base as of the calculation date.

After a rider is purchased, the monthly fee is calculated in arrears on the valuation period that includes the same day of the month as the contract's issue date (or the last valuation period of the month, if that day does not occur during a month). We deduct the fee from the contract value on the next valuation period. The fee is deducted from the investment options in the same proportion that each bears to the total contract value. Deduction of the monthly fee does not reduce the benefit base or the annual withdrawal amount.

We may increase the annual benefit cost with at least a 30-day notice to the owner, but not higher than the rider's maximum approved cost. ~~The owner may decline a cost increase but if they do, the potential for future benefit base increases is substantially reduced, or even eliminated. (See the detailed "Benefit Base" discussion below the table.)~~ If the owner declines a cost increase, all future quarterly values are deemed to be $0 which eliminates benefit base increases resulting from the highest quarterly value. However, we continue calculate roll-up values and apply them to the benefit base until the end of the current roll-up period. Therefore, the impact of declining a benefit cost increase varies with the number of years remaining in the current roll-up period.

~~***SecurePay*^{sm} and *SecurePay*^{sm} *R72***~~

~~The primary differences between *SecurePay* and *SecurePay R72* are: a) minimum issue ages; b) the annual benefit cost; and, c) the way the benefit base is determined. These distinctions are summarized in the table below, and described in detail in the discussions that follow.~~

~~**Feature**~~	~~***SecurePay***~~	~~***SecurePay R72***~~
~~Minimum Issue Age~~	~~May not have a minimum issue age. If it does, the minimum issue age will range between 50 and 60 years old.~~	~~The minimum issue age will range between 50 and 60 years old.~~
~~Annual Benefit Cost~~	~~Current: 60 bps, purchased at issue 70 bps, *RightTime* purchase Maximum: 140 bps~~	~~Current: 100 bps, purchased at issue 110 bps, *RightTime* purchase Maximum: 220 bps~~
~~Benefit Base~~	~~Greater of: a) current benefit base; or b) Step-Up Value; but not more than $5,000,000.~~	~~Greatest of: a) current benefit base; b) Step-Up Value; or c) Roll-Up Value; but not more than $5,000,000.~~

Minimum Issue Age - We may not impose a minimum issue age when *SecurePay* is purchased with some plans of insurance. If a minimum issue age is established, it will range between 50 and 60 years old. *SecurePay R72* will always include a minimum issue age requirement, which also ranges between 50 and 60 years old.

Annual Benefit Cost - Current and maximum costs are shown in the table above. If the owner of either rider declines a cost increase, all future step-up values are deemed to be $0. If the owner of a *SecurePay R72* rider declines a cost increase, the roll-up period ends and no further roll-up values will be calculated.

Benefit Base - Under both riders, the initial benefit base is the initial purchase payment (if the rider is purchased with the contract) or the contract value on the rider effective date (if the rider is purchased later using the *RightTime* option). Thereafter, we increase the benefit base dollar-for-dollar for purchase payments applied to the contract within 2 years of the rider effective date, and reduce the benefit base pro rata for each withdrawal before the benefit election date. The pro rata reduction for each withdrawal is the amount that reduces the benefit base in the same proportion that the amount withdrawn reduced the contract value. Each rider also provides additional, annual opportunities for benefit base increases.

Under both riders, we calculate a step-up value on each contract anniversary that occurs after the rider effective date and prior to the contract's latest available annuity date. The step-up value is equal to the contract value on each contract anniversary, less purchase payments applied to the contract on and after the 2nd anniversary of the rider effective date. That means the benefit base will increase with positive market performance even after guaranteed withdrawals begin, provided a benefit cost increase has not been declined and provided the contract's annual performance exceeds the amount withdrawn.

SecurePay R72 also includes an additional opportunity for 10 annual increases in the benefit base of at least 7.2% (prior to the benefit election date). Under this rider, we compare the benefit base to the step-up value and the roll-up value (described below) to determine the new benefit base. The greatest of these will be the new benefit base on the contract anniversary.

We calculate a roll-up value on each contract anniversary that occurs during a roll-up period. The roll-up period begins on the rider effective date and ends on the earlier of the benefit election date or the valuation period immediately after the 10th annual increase of the benefit base (whether the amount of the increase is due to the step-up value or the roll-up value).

The *roll-up value* is the benefit base as of the valuation period immediately prior to the contract anniversary plus the roll-up amount for that contract anniversary. The roll-up amount is the benefit base as of the later of the rider effective date or the prior contract anniversary reduced pro rata for withdrawals since that date, multiplied by 7.2%. Roll-up values equal $0 on any contract anniversary during the roll-up period on which the contract value is less than 50% of the benefit base. Contract anniversaries on which a roll-up value equals $0 are not counted against the 10 available annual benefit base increase opportunities.

Additional Supporting Documentation

The attachments to this Addendum include descriptions of the formulae and methodology used to determine the GLB amounts and examples showing the derivation of the GLB amounts for both *SecurePay* and *SecurePay R72*the submitted rider, under both positive and negative economic scenarios.

Submitted on behalf of Protective Life Insurance Company by:

Lance Poole, MAAA, FSA
Vice-President – Annuity Product Actuary
Protective Life Insurance Company

~~February 22~~June 6, 2012